



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

June 21, 2022
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To View the Meeting:

1. Watch our live feed <https://www.youtube.com/channel/UCAoRW34swYI85UBfYqT7IbQ/>
2. Watch via Zoom
<https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09>
Meeting ID: 968 7031 9529
Passcode: 67684553
3. Listen via Telephone
Telephone: 1-669-900-6833
Meeting ID: 968 7031 9529
Passcode: 67684553

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the City Administrator and City Attorney regarding potential exposure to litigation – one case.
2. Pursuant to Government Code Section 54957(b), the Council will meet with City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following position: Police Chief and City Administrator

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. Presentation and Introduction of Members from the Hope Center and City Works

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

CONSENT CALENDAR

Consent calendar **items 1 - 5** 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 MINUTES

The Council may approve the minutes of May 17, 2022, June 7, 2022 and June 14, 2022.

RECOMMENDATION

Approve the minutes of May 17, 2022, June 7, 2022 and June 14, 2022

2. PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OROVILLE AND TOM LANDO CONSULTING

The City Council will consider an agreement with Tom Lando Consulting for professional consulting services for annexation projects and building expediting development services, and for executive leadership as needed for the duration of this amendment.

RECOMMENDATION

Adopt Resolution No. 9063 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OROVILLE AND TOM LANDO for professional services described in the staff report.

3. SR 162 ATP PROJECT - CONSULTANT AMENDMENT NO. 2 FOR DESIGN AND SUPPORT SERVICES

The Council will consider a design contract amendment for the SR 162 ATP Project to complete additional survey, signal modifications, City requested fiber optic conduit crossing (Oro Dam Hwy at 5th Ave), and additional drainage design required by the project impacts to the corridor. This additional work is required to complete project as defined under the ATP and BTA grants and its impacts to adjacent properties. The original design contract also requires an extension to December of 2023.

RECOMMENDATION

Staff recommends approving the amendment for Mark Thomas and extending the contract end date to December 31, 2023.

4. PAVEMENT REHABILITATION LIST FOR SUBMITTAL TO CALIFORNIA TRANSPORTATION COMMISSION (CTC) FOR FUNDING COMPLIANCE

The Council may consider adopting the attached resolution and authorize the City Engineer and Financial Director to submit a list of prioritized roads and streets for rehabilitation to the CTC for compliance with CTC guidelines. The CTC requires the submittal for the City to be eligible for additional funding under Senate Bill 1 (SB 1) and Assembly Bill 135 (AB 135).

RECOMMENDATION

Adopt Resolution No. 9064- a Resolution of the city council of the city of Oroville Adopting a list of projects for Fiscal Year 2022-23 funded by SB 1: The Road Repair and Accountability Act of 2017

5. REQUEST FOR PROPOSAL FOR ABANDONED VEHICLE ABATEMENT TOWING SERVICE

The Council will consider releasing a request for proposal for Abandoned Vehicle Abatement (AVA) towing services within the incorporated areas of the City of Oroville.

RECOMMENDATION

Authorize staff to release the Request for Proposal for Abandoned Vehicle Abatement Towing Services

REGULAR BUSINESS

6. CONSIDER AND ADOPT THE TRANSITIONAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE FIRE FIGHTER'S ASSOCIATION AND THE OROVILLE FIRE MANAGERS

The City Council will consider the transitional Memorandum of Understanding between the City of Oroville and the Oroville Fire Fighter's Association (OFFA) and the Oroville Fire Managers. The purpose of the MOU is to complete the transition of City of Oroville Fire Fighters to Cal Fire.

RECOMMENDATION

Adopt Resolution No. 9065 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE TRANSITIONAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE FIRE FIGHTER'S ASSOCIATION – (Agreement No. 3421).

Adopt Resolution No. 9066 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE TRANSITIONAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE FIRE MANAGER'S ASSOCIATION – (Agreement No. 3422).

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

7. 2022-23 ADOPTED BUDGET

The Council will consider approving the 2022/2023 annual budget for the fiscal year 2022-23.

RECOMMENDATION

Adopt Resolution No. 9061 - A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2022/2023

8. APPROPRIATIONS LIMIT

The Council will conduct a public hearing and may consider continuing the adoption of the fiscal year 2022-23 Appropriations Limit.

RECOMMENDATION

Adopt Resolution No. 9062- A RESOLUTION OF THE OROVILLE CITY COUNCIL SETTING THE APPROPRIATIONS LIMIT (PROPOSITION 4) FOR FISCAL YEAR 2022-23.

9. CONSIDERATION OF A RESOLUTION ELECTING TO HAVE THE CITY OF OROVILLE BECOME SUBJECT TO THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES AND CONSIDERATION OF AN ORDINANCE AMENDING TITLE 2 OF THE OROVILLE MUNICIPAL CODE AMENDING CHAPTER 2.24 BUREAU OF PURCHASE, CONCERNING THE IMPLEMENTATION OF UNIFORM CONSTRUCTION COST ACCOUNTING ACT PROCEDURES

This item has been continued to the July 5, 2022 City Council Meeting.

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
2. Future Agenda Items
3. Administration Reports
4. Correspondence

i. Departmental reports for May 2022

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on July 5, 2022 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.

HOPE CENTER AND CITY WORKS

***THANK YOU FOR THE DEDICATION TO OUR
CITY!***





































Item 1.

















































































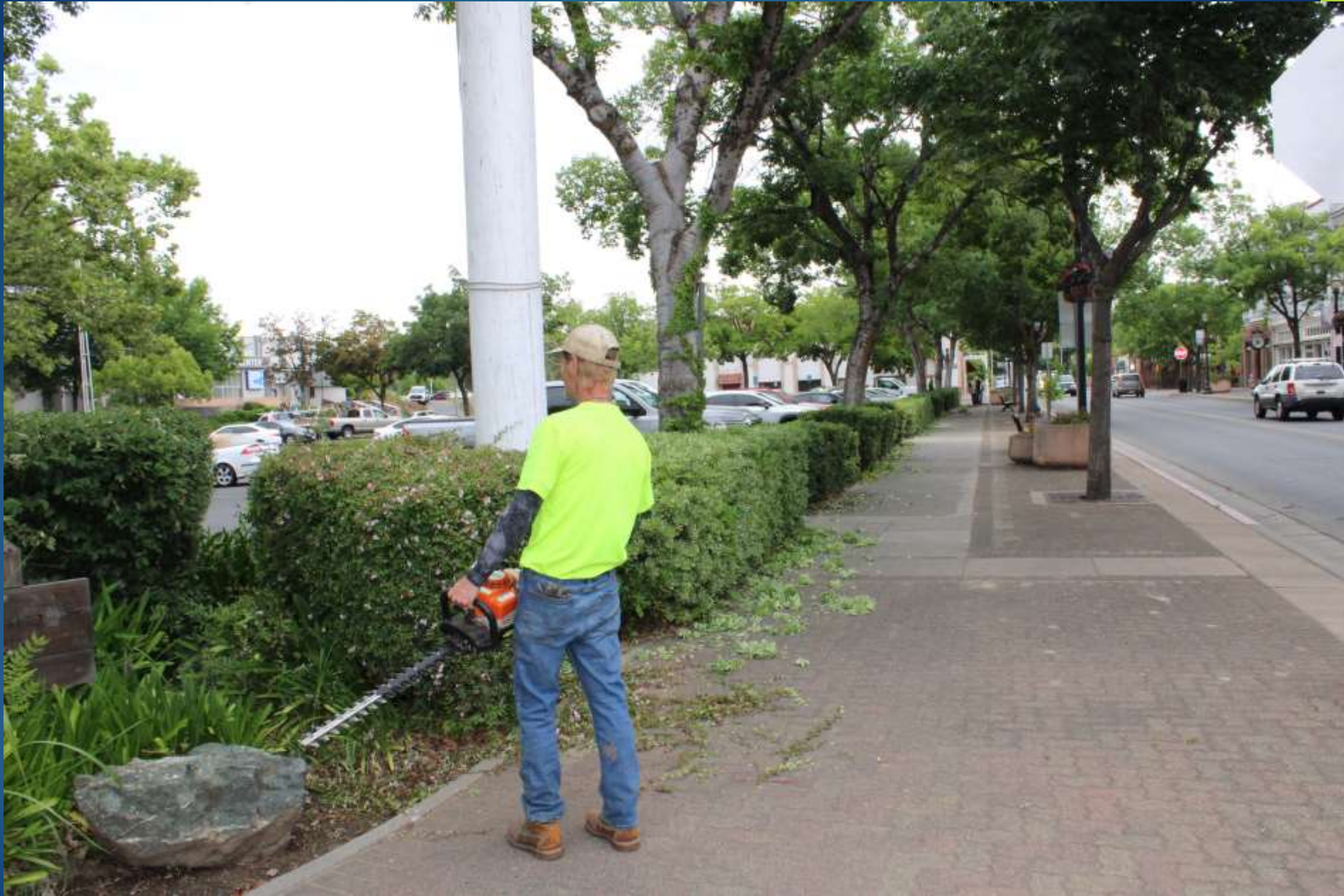


















Item 1.





Item 1.



Item 1.



Item 1.



THANK YOU
CITY WORKS!!!!!!



Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**May 17, 2022
REGULAR MEETING
MINUTES**

This agenda was posted on May 13, 2022 at 3pm. This meeting was recorded and can be viewed on YouTube or at cityoforoville.org

CALL TO ORDER / ROLL CALL

Mayor Reynolds opened the meeting at 4:00pm

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

STAFF: City Administrator Bill, Director of Business Assistance and Housing Amy Bergstrand, Assistant City Administrator Ruth Wright, Assistant Community Development Director Dawn Nevers, Code Enforcement Director Ron Belser, City Attorney Scott Huber, Assistant City Clerk Jackie Glover, City Treasurer Karolyn Fairbanks, Assistant Planner Danny Kopshever, Assistant Planner Connor Musler, Principal Planner Wes Ervin

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following position: Police Chief.
2. Pursuant to Government Code section 54956.9(d)(4), the Council met with the City Administrator and City Attorney regarding potential initiation of litigation – five cases.
3. Pursuant to Government Code section 54956.8, the Council met with Real Property Negotiators, City Administrator and City Attorney, regarding the property commonly known as APN: 012-060-001, APN: 012-060-002, APN: 035-290-039, and APN: 035-290-003

OPEN SESSION

1. Announcement from Closed Session – Mayor Reynolds announced that direction was given; no action was taken.
2. Pledge of Allegiance – Led by Mayor Reynolds
3. Adoption of Agenda - Motion by Council Member Goodson and second by Council Member Smith to adopt the agenda. Motion passed unanimously.

AYES: Smith, Hatley, Pittman, Goodson, Riggs, Thomson, Reynolds
NOES: None
ABSTAIN: None
ABSENT: None

The following individuals spoke on non-agenda items:

- Denn Smith
- Bill Speer
- The Cameraman

The following individuals spoke on agenda items:

- Bill Speer – Item 7 and 9
- Warren Jensen – Item 9
- Linda Oslin – Item 12

CONSENT CALENDAR

Motion by Council Member Smith and second by Council Member Goodson to adopt the consent calendar items 1-6 and 8. Motion passed unanimously.

- AYES: Smith, Hatley, Pittman, Goodson, Riggs, Thomson, Reynolds
- NOES: None
- ABSTAIN: None
- ABSENT: None

1. APPROVAL OF THE MINUTES

The City Council approved the minutes of May 3, 2022

2. OROVILLE CITY EMPLOYEE MORTGAGE ASSISTANCE PROGRAM

The council authorized modifications to the Oroville Safety Mortgage assistance program guidelines as described in the staff report.

3. TRANSFER FUNDS FROM 20-CDBG-CV23-00113 UTILITY ASSISTANCE PROGRAM TO 20-CDBG-CV23-00112 WYANDOTTE ACADEMY IMPROVEMENTS

The Council approved the transfer of 20-CDBG-CV23-00113 grant funds to 20-CDBG-CV23-00112 and to increase the scope of work.

4. HISTORIC PRESERVATION AWARD PROGRAM OF THE OROVILLE HISTORIC ADVISORY COMMISSION

The City Council approved the Historic Preservation Award Program of The City of Oroville Historic Advisory Commission and adopted resolution no. 9046.

5. AUTHORIZE GENERATOR PURCHASE FOR SEWER DEPARTMENT EQUIPMENT

Council approved the emergency purchase of the 2022, 125 KVA Doosan generator from the Rental Guys Rental Equipment Center for the Olive Glen sewer pump station.

6. TAX AND LICENSE ADMINISTRATION

The Council approved the authorization of tax and license administration services provided by MuniServices, LLC and authorized the mayor to sign the contract.

8. CAPITAL PROJECT TASK ORDERS

The Council directed the City Administrator to issue task orders for the design of capital improvement projects for the 2022-23 construction season with NorthStar Engineering.

7. **AMENDMENT TO EMPLOYMENT AGREEMENTS WITH RUTH WRIGHT, RON BELSER, AMY BERGSTRAND, AND DAWN NEVERS**

The Council considered amendments to the Employment Agreements with Ruth Wright, Ron Belser, Amy Bergstrand and Dawn Nevers.

Motion by Council Member Riggs and Second by Vice Mayor Thomson to adopt Resolution No. 9047 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND RUTH WRIGHT– (Agreement No. 3093-3); and adopt Resolution No. 9048 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DAWN NEVERS – (Agreement No. 3299-2); and adopt Resolution No. 9049 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND RON BELSER – (Agreement No. 3400-1); and adopt Resolution No. 9050 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND AMY BERGSTRAND – (Agreement No. 3407-1). Motion passed unanimously.

AYES: Smith, Hatley, Pittman, Goodson, Riggs, Thomson, Reynolds
 NOES: None
 ABSTAIN: None
 ABSENT: None

PUBLIC HEARINGS

Mayor Reynolds opened the public hearing at 5:22pm.

9. **FIRST READING OF ZONING CODE AMENDMENT ZC21-06, PROPOSED REVISION OF OROVILLE MUNICIPAL CODE SECTION 17.12.020 RELATING TO FENCE, WALLS AND SCREENING STANDARDS**

The Council considered amending OMC Section 17.12.020 relating to the City's regulations of fences, walls and screening pertaining to maximum allowed heights, placement, and other changes necessary to protect the general health, safety, and public welfare of the city.

Motion by Council Member Goodson and second by Council Member Riggs to Waive first reading and approve AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING SECTION 17.12.020 OF THE ZONING CODE OF THE CITY OF OROVILLE RELATING TO FENCES, WALLS, AND SCREENING STANDARDS.

AYES: Smith, Hatley, Pittman, Goodson, Riggs, Thomson, Reynolds
 NOES: None
 ABSTAIN: None
 ABSENT: None

10. **PUBLIC HEARING 2022 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION**

The Council conducted a public hearing to discuss the 2022 Community Development Block Grant (CDBG) Program funding, CDBG Program Income, and to solicit input and comments from the citizens of Oroville.

The council provided consensus to move forward with the application process.

REGULAR BUSINESS

11. TIME OF COUNCIL MEETINGS AND PUBLIC HEARINGS

The Council considered the time of Council meetings and beginning time for Public Hearings

Motion by Vice Mayor Thomson and second by Council Member Goodson to remove the 5:15 time related to public hearings, reorder the agenda to make public hearings after regular business and to add information to the public hearing section of the agenda to inform residents on how to request that the public hearing be after 5pm. Motion passed.

AYES: Smith, Hatley, Pittman, Goodson, Riggs, Thomson, Reynolds
 NOES: None
 ABSTAIN: None
 ABSENT: None

12. REASSIGNMENT OF EXCLUSIVE ECONOMIC DEVELOPMENT AGREEMENT WITH CMG PROJECT 1200, LLC

The Council considered the reassignment of the Master Disposition and Development Agreement with CMG Project 1200, LLC, for the development of the Gateway Project.

Motion by Council Member Smith and second by Council Member Goodson to adopt Resolution No. 9045 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT TO REASSIGN DEVELOPMENT AGREEMENT WITH SNYDER COMMERCIAL REAL ESTATE FOR THE DEVELOPMENT OF THE GATEWAY PROJECT TO CMG Project 1200, LLC – (Agreement No. 2070-1). Motion passed.

AYES: Smith, Hatley, Pittman, Goodson, Riggs, Thomson, Reynolds
 NOES: None
 ABSTAIN: None
 ABSENT: None

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
 - a. Pittman – Fireworks are moving forward; Oroville Economic Alliance will have the contract.
 - b. Smith – 8am on July 4th a Fly-In at the Airport.
 - c. Reynolds – Jet Boat Race – Read a letter from the organizer, National Jet Boat Association, gave an update on his family.
2. Future Agenda Items – Security Cameras Incentive – Pittman
3. Administration Reports
 - a. Bergstrand – Gave a loan portfolio update.
 - b. Nevers – Goats returning in a few weeks, public safety building facade updates in coming weeks.
 - c. Wright – Thanked the Council for contract approval
 - d. Belser – New Employee, Staff completed training, City Works Crew Update
 - e. Departmental Reports for April 2022 – Written report provided to council
4. Correspondence

- i. FERC Correspondence
- ii. Haven of Hope on Wheels Update

ADJOURN THE MEETING

Mayor Reynolds adjourned the meeting at 5:44pm.

APPROVED:

ATTESTED:

Mayor Chuck Reynolds

Assistant City Clerk Jackie Glover



**June 07, 2022
MINUTES**

This agenda was posted on June 3, 2022 at 2pm. This meeting was recorded and may be viewed at cityoforoville.org

CALL TO ORDER / ROLL CALL

Mayor Reynolds called the meeting to order at 4pm.

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

STAFF: City Administrator Bill LaGrone, Assistant City Administrator Ruth Wright, Assistant Community Development Director Dawn Nevers, Code Enforcement Director Ron Belser, City Attorney Scott Huber, Assistant City Clerk Jackie Glover, Director of Business Assistance and Housing Development Amy Bergstrand, Fire Chief Chris Tenns, Assistant Planner Conner Musler, City Treasurer Karolyn Fairbanks,

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54956.8, the Council met with Real Property Negotiators, City Administrator and City Attorney, regarding the property commonly known as APN: 012-060-001, APN: 012-060-002 APN: 035-290-039, APN: 035-290-003
2. Pursuant to Government Code section 54956.9(d)(2), the Council met with the City Administrator and City Attorney regarding potential exposure to litigation – two cases.
3. Pursuant to Government Code Section 54957(b), the Council met with City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following position: Police Chief and Fire Chief

OPEN SESSION

1. Announcement from Closed Session – Mayor Reynolds announced that direction was given; no action was taken on Items 1 and 3. City Attorney Huber announced that in regard to item 2, a motion was Made by Mayor Reynolds and second by Council Member Goodson to reject a claim received by the city and to send a rejection notice. Motion passed unanimously.
2. Pledge of Allegiance – Led by Mayor Reynolds
3. Adoption of Agenda – Motion by Council Member Goodson and second by Council Member Riggs to adopt the agenda. Motion passed.

AYES: Hatley, Smith, Pitman, Riggs, Goodson, Thomson, Reynolds
NOES: None
ABSTAIN: None
ABSENT: None

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

The following individuals spoke on non-agenda items:

- Stephanie Holstein
- Bryan Williams
- Dee Hunter
- Daniel Ballard
- Bill Speer
- The Cameraman

The following individuals spoke on agenda items:

- Tasha Levinson – Item 10
- The Cameraman – Item 11 and 13
- Kay Castro – Item 14
- Bill Speer – Item 14
- Dee Hunter – Item 15
- Steve Christensen – Item 16

CONSENT CALENDAR

Motion by Council Member Riggs and second by Council Member Goodson to approve Consent Calendar Items 1-6, 8, 11. Motion passed.

AYES: Hatley, Smith, Pitman, Riggs, Goodson, Thomson, Reynolds
 NOES: None
 ABSTAIN: None
 ABSENT: None

1. CONFLICT OF INTEREST CODE 2022 UPDATE

The Council adopted **Resolution No. 9051** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, RATIFYING THE CONFLICT OF INTEREST CODE FOR THE CITY OF OROVILLE.

2. NOVEMBER 7, 2022 GENERAL MUNICIPAL ELECTION RESOLUTIONS

The City Council **Adopted Resolution No. 9052** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 7, 2022, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE OROVILLE CITY MUNICIPAL CHARTER; and **Adopted Resolution No. 9053** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF BUTTE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 7, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE; and **Adopted Resolution No. 9054** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT A GENERAL MUNICIPAL ELECTION.

3. 2021-2022 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

The Council **Adopted Resolution No. 9057** - A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION FROM A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2021-22 FUNDING YEAR OF THE STATE CDBG PROGRAM

4. SUB-RECIPIENT AGREEMENT WITH THE OROVILLE HOPE CENTER-CITY WORKS PROGRAM FOR COMMUNITY DEVELOPMENT BLOCK GRANT NEIGHBORHOOD CLEANUP PROGRAM

The Council **Adopted Resolution No. 9056** - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SUB-RECIPIENT AGREEMENT IN THE AMOUNT OF \$600,000, BETWEEN THE CITY OF OROVILLE AND THE OROVILLE HOPE CENTER-CITY WORKS PROGRAM FOR NEIGHBORHOOD CLEAN UP, FOR A PERIOD TO COINCIDE WITH THE 21-22 CDBG GRANT AWARD - (Agreement No. 3417).

5. FORECLOSURE OF 14 WESTWOOD WAY

The City Council considered the foreclosure on property located at 14 Westwood Way, Oroville (APN 068-190-026). And authorized the foreclosure of City's loan interest on the property located at 14 Westwood Way, Oroville CA (APN 068-190-026) by approving Resolution No. 9055.

6. AGREEMENT FOR AS NEEDED PROFESSIONAL IT SERVICES WITH STRATTI

The Council authorized the Mayor to contract with Stratti for as needed professional IT services.

8. SECOND READING OF ZONING CODE AMENDMENT ZC21-06, PROPOSED REVISION OF OROVILLE MUNICIPAL CODE SECTION 17.12.020 RELATING TO FENCE, WALLS AND SCREENING STANDARDS

The Council adopted **Ordinance No. 1860** - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING SECTION 17.12.020 OF THE ZONING CODE OF THE CITY OF OROVILLE RELATING TO FENCES, WALLS, AND SCREENING STANDARDS.

11. PUBLIC SAFETY REPLACEMENT OF DAMAGED AND DESTROYED OFFICE FURNITURE AND VARIOUS APPLIANCES

The Council authorized and directed staff to execute a one-time purchase from A-1 Appliance for the purchase of appliances in the amount of \$4,798.17; and authorized and directed staff to execute a one-time purchase from National Business Furniture for the purchase of workstations in the amount of \$47,764.73. CMAS Contract #4-20-71-00970

Council Member Smith Recused himself from Item 9 and 10 due to his place of employment.

9. NORTH STAR PLACE BRANDING CONTRACT FOR PROFESSIONAL SERVICES TO CREATE A NEW OROVILLE BRAND

The City Council considered approving a professional services agreement with North Star Branding for place branding and marketing for \$77,000, plus options to extend the contract for up to two more years.

Motion by Council Member Riggs and second by Council Member Goodson to approve the professional services agreement with North Star Branding for place branding and marketing. Motion passed.

- AYES: Hatley, Goodson, Riggs, Pittman, Thomson, Reynolds
- NOES: None
- ABSTAIN: None
- ABSENT: Smith (Recused)

10. THIRTEENTH (13TH) AMENDMENT RESOLUTION TO THE SUPPLEMENTAL BENEFITS FUND IMPLEMENTATION AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES

The Council may consider a resolution for the 13th Amendment to the Supplemental Benefits Fund (SBF) Implementation Agreement between the City of Oroville, as Fund Administrator of the SBF, and the State of California Department of Water Resources extending the term until July 20, 2022.

Motion by Council Member Riggs and second by Council Member Goodson to Adopt Resolution No. 9058 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE SUPPLEMENTAL BENEFITS FUND (SBF) IMPLEMENTATION AGREEMENT BETWEEN THE CITY OF OROVILLE AS FUND ADMINISTRATOR, AND THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES (DWR) FOR ADVANCE FUNDING TO THE SBF IN THE AMOUNT OF \$135,000 WHICH REPRESENTS THE BALANCE OF ADVANCE FUNDS AS DETAILED IN THE SETTLEMENT AGREEMENT FOR THE LICENSING OF THE OROVILLE FACILITIES – FERC PROJECT NO. 2100, MARCH 21, 2006, APPENDIX B, SECTION B100 E 3.0. Motion passed.

- AYES: Hatley, Goodson, Riggs, Pittman, Thomson, Reynolds
- NOES: None
- ABSTAIN: None
- ABSENT: Smith (Recused)

Council Member Smith Returned to the Meeting

12. 2022-23 PRELIMINARY BUDGET

The Council received the 2022/2023 Preliminary Budget for review prior to the public hearing set for June 21, 2022.

Motion by Vice Mayor Thomson and second by Council Member Riggs to receive the 2022-23 Preliminary Budget – Pittman, Goodson, Hatley, No

- AYES: Smith, Riggs, Thomson, Reynolds
- NOES: Pittman, Goodson, Hatley
- ABSTAIN: None
- ABSENT: None

Council Member Pittman Recused himself from Item 7

7. SR 162 ATP PROJECT - RIGHT OF WAY NEGOTIATION AND APPRAISAL OFFERS TO SUPPORT THE PROJECT CONSTRUCTION

The Council considered approving staff to begin negotiations with twelve property owners to offer just compensation for the acquisition of additional right-of-way along SR 162 to support the

construction of sidewalk connectivity and mobility improvements as required by the SR 162 AT Grant.

Motion by Vice Mayor Thomson and second by Council Member Riggs to approve having the project team contact the property owners with offers for right-of-way acquisition. **Motion passed.**

- AYES: Hatley, Goodson, Riggs, Smith, Thomson, Reynolds
- NOES: None
- ABSTAIN: None
- ABSENT: Pittman (Recused)

REGULAR BUSINESS

13. PUBLIC SAFETY FACILITY REMODEL PROJECT – AGREEMENT AMENDMENT NO. 2

The Council considered Amendment No. 2 to Agreement No. 3394 D.H. Slater & Sons, Inc. for the additional cost of change orders due to discovery during demolition and remodel Public Safety Building.

Motion by Council Member Smith and second by Council Member Goodson to approve contract Amendment No. 2 in the amount of \$250,000.00. Motion passed.

- AYES: Hatley, Goodson, Pittman, Riggs, Smith, Thomson, Reynolds
- NOES: None
- ABSTAIN: None
- ABSENT: None

14. CONSIDER THE PARK COMMISSION REQUEST TO OVERSEE THE CITY MUSEUMS

The City Council considered the request from the Park Commission to oversee the City's five museums.

Motion by Council Member Smith and second by Vice Mayor Thomson allow the duties to remain with the Museum Facilities Curator. Motion passed.

- AYES: Goodson, Riggs, Smith, Thomson, Reynolds
- NOES: Hatley, Pittman
- ABSTAIN: None
- ABSENT: None

15. CONSIDER A REQUEST BY THE GEE FAMILY FOR THE CITY TO ACQUIRE 1698 BRODERICK STREET AND CONSTRUCT A REPLICA OF THE JEE WAH TONG GENERAL STORE AND CONSIDER PRESERVATION OF AN EXISTING POMELO TREE WHERE THEY ORIGINALLY STOOD IN THE EARLY 1900'S

The City Council considered a request received from the Gee family to acquire 1698 Broderick Street to reconstruct a replica of the Jee Wah Tong (JWT) general merchandise store in addition to the preservation of the existing Pomelo tree at that location.

Motion by Council Member Goodson and second by Vice Mayor Thomson in support of this request remaining a private endeavor to not exacerbate the existing city resources and docent association for the museums. Motion passed.

- AYES: Hatley, Goodson, Pittman, Riggs, Smith, Thomson, Reynolds

NOES: None
 ABSTAIN: None
 ABSENT: None

16. AMENDING THE MASTER DISPOSITION AND DEVELOPMENT AGREEMENT WITH CMG PROJECT 1200, LLC FOR THE DEVELOPMENT OF THE GATEWAY PROPERTY

The Council considered amending the Master Disposition and Development Agreement with CMG Project 1200, LLC, for the development of the Gateway Project.

Motion by Vice Mayor Thomson and second by Council Member Riggs to Adopt Resolution No. 9059 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH CMG PROJECT 1200, LLC. FOR THE DEVELOPMENT OF THE GATEWAY PROJECT (Agreement No. 3420). Motion passed.

AYES: Hatley, Goodson, Pittman, Riggs, Smith, Thomson, Reynolds
 NOES: None
 ABSTAIN: None
 ABSENT: None

PUBLIC HEARINGS

17. CONSIDERATION OF A RESOLUTION ELECTING TO HAVE THE CITY OF OROVILLE BECOME SUBJECT TO THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES AND CONSIDERATION OF AN ORDINANCE AMENDING TITLE 2 OF THE OROVILLE MUNICIPAL CODE AMENDING CHAPTER 2.24 BUREAU OF PURCHASE, CONCERNING THE IMPLEMENTATION OF UNIFORM CONSTRUCTION COST ACCOUNTING ACT PROCEDURES

This item was continued to the June 21, 2022 City Council Meeting.

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
 - a. Riggs – Gave an update regarding ODBA Events and thanked the Arts Commission for their support for live performances.
 - b. Smith – Gave an update on the 4th of July Flyin and the Rotary Fireworks show, at the Airport.
 - c. Pittman – Gave an update on the Butte County Housing Authority
2. Future Agenda Items
 - a. None
3. Administration Reports
 - a. LaGrone – Tuesday Special City Council Meeting Tentatively.
 - b. Bergstrand – Provided a Housing Department Update
 - c. Tenns – Provided a Fire Department Update
 - d. Nevers – Provided a Streets Department Update
4. Correspondence
 - i. PG&E Notice of Request to increase rates

- ii. Oroville Union High School District information related to increased School Facilities Fees
- iii. FERC Correspondence

Item 1.

ADJOURN THE MEETING

Mayor Reynolds Adjourned the meeting at approximately 6:30pm.

APPROVED:

ATTESTED:

Mayor Chuck Reynolds

Assistant City Clerk Jackie Glover



June 14, 2022
SPECIAL MEETING MINUTES

This agenda was posted on June 9, 2022. This meeting was recorded and may be viewed at cityoforoville.org or on YouTube.

CALL TO ORDER / ROLL CALL

Mayor Reynolds called the meeting to order at 4pm.

PRESENT: Council Members: Art Hatley, Krysi Riggs, Janet Goodson, Eric Smith, David Pittman, Vice Mayor Scott Thompson (4:04pm), Mayor Chuck Reynolds.

STAFF: City Administrator Bill LaGrone, Treasurer Karolyn Fairbanks, Assistant City Administrator Ruth Wright, Code Enforcement Director Ron Belser, Director of Business Assistance and Housing Development Amy Bergstrand, Assistant City Clerk Jackie Glover, Assistant Community Development Director Dawn Nevers.

OPEN SESSION

1. Pledge of Allegiance – Led by Mayor Reynolds
2. Adoption of Agenda – Motion by Council Member Smith and seconded by Council Member Riggs to adopt the agenda. Motion passed.

AYES: Hatley, Smith, Pittman, Riggs, Goodson, Reynolds
NOES: None
ABSTAIN: None
ABSENT: Thomson

CONSENT CALENDAR

Motion by Council Member Smith and seconded by Council Member Goodson to approve the consent calendar. Motion passed.

AYES: Hatley, Smith, Pittman, Riggs, Goodson, Reynolds
NOES: None
ABSTAIN: None
ABSENT: Thomson

1. NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION RESOLUTIONS

The City Council adopted **Resolution No. 9052** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE OROVILLE CITY MUNICIPAL CHARTER; and adopted **Resolution No. 9053** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA,

REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF BUTTE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

2. RESOLUTION OF INTENT TO AMEND THE CALPERS CONTRACT FOR TO ELIMINATE UNREPRESENTED EMPLOYEES SHARING ADDITIONAL COSTS

The Council adopted **Resolution No. 9060** - A RESOLUTION OF INTENTION BY THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, TO APPROVE AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF OROVILLE.

REGULAR BUSINESS - Action Calendar

1. 2022 - 2023 BUDGET WORKSHOP

City Council received information regarding the proposed 2022 - 2023 City Budget

Kay Castro spoke on this agenda item.

ADJOURNMENT

Mayor Reynolds adjourned the meeting at 4:45pm

APPROVED:

ATTESTED:

Mayor Chuck Reynolds

Assistant City Clerk Jackie Glover



**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS
FROM: BILL LAGRONE, CITY ADMINISTRATOR
**RE: PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY
OF OROVILLE AND TOM LANDO CONSULTING**
DATE: JUNE 21, 2022

SUMMARY

The City Council will consider an agreement with Tom Lando Consulting for professional consulting services for annexation projects and building expediting development services, and for executive leadership as needed for the duration of this amendment.

DISCUSSION:

The City has several projects that are in process related to annexation and housing. The City is required to have a current Municipal Services review and a Development Impact Fee study. The Municipal Services Review is necessary to any additional annexation. The Study assess the City’s ability to provide services to any additional areas the City may wish to annex. Without the Municipal Services Review, the Local Agency Formation Commission (LAFCo), will not approve any annexations.

The City is currently in process to update our Development Impact Fee Study. This study will assess the Development Impact Fees that are collect during development. The Study will determine if the fee is to high, to low or is adequate to meet current and future needs caused by the development. This study is required every five years to validate the fees collected and charged. Without a current study the City cannot charge the fees and development cannot occur without causing catastrophic impacts on the General fund.

The City Council gave direction to study the potential annexation of the Thermalito area. This work is expected to continue through the next 18 months. Once the work is completed the City Council will be presented with options and provide Staff further direction.

The City Council has previously expressed a desire to pursue both Affordable and Market rate housing projects. In order to do this the studies mentioned previously in this

report must be completed.

All of these items are currently being managed through the process by Lando.

It has recently become necessary for Lando to fill in as the Executive Leader of this Organization. Due to difficulties in hiring at other leaderships roles the City Administrator has been reassigned full time to the Police Department. This leaves the City Administrator duties unattended. Lando will fill this role until such time as the City Administrator is able to return to his duties full time.

To keep Mr. Lando working on these projects and provide Executive Leadership, it is necessary to enter into an agreement extension. Mr. Lando will manage all aspects of completion of the Development Impact Fee Study and the Municipal Services Review. The term of the agreement will be for 36 months beginning in July 2022. The amount per hour of the agreement is \$150.00 per hour in an amount not to exceed \$117,000.00 per fiscal year. Funding for this is contained within the City Administrators budget.

FISCAL IMPACT

Funding in available within City Administrator budget 2022/22

RECOMMENDATION

Adopt Resolution No. 9063 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OROVILLE AND TOM LANDO for professional services described in the staff report.

ATTACHMENTS

Resolution No. 9063
Agreement Amendment No. 3289-2

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9063**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OROVILLE AND TOM LANDO

**(Agreement No. 3289)
Amendment 2**

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

- 1. The Mayor is hereby authorized and directed to execute a professional services agreement, Amendment 2 between the City of Oroville and Tom Lando. A copy is attached hereto as Exhibit "A".
- 2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 21, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Bill LaGrone, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of July 16, 2019 by and between the **City of Oroville** (“City”) and **Tom Lando** (“Consultant”).

RECITALS

- A. The Consultant is specially trained, experienced and competent to provide professional services as required by this Agreement.
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render the professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall furnish management consultant services in a professional manner. Consultant shall perform the scope of services described as management development and to manage all aspects of the Campfire impacts on the City of Oroville.
2. Time of Performance. The services shall commence July 16, 2019 and shall continue through June 30, 2020.
3. Compensation. Compensation to be paid to Consultant shall be at \$87.50 per hour. **In no event shall Consultant’s total compensation exceed the amount of \$84,000 without additional written authorization from the City governing body.** Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall be paid on a bi-weekly basis.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
7. Ownership of Documents. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.
8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression including, but not limited to, data magnetically or otherwise recorded on computer diskettes,

- which are prepared or caused to be prepared by Consultant under this Agreement (“Documents and Data”). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.
9. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of the Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs relating to project for which Consultant’s services are rendered, or any public City pertaining to the Consultant’s services under this Agreement in any magazine, trade paper, newspaper, television, or radio production or other similar medium without the prior written consent of City.
10. Consultant’s Books and Records

- a. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of the Agreement.
 - c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at 1735 Montgomery Street, Oroville, California when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
 - d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that documents be maintained by City Hall.
11. Status of Consultant. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an employee of the City. Notwithstanding Consultant's status as an employee, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest,

direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
 - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)
13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Tom Lando Consulting under this Agreement shall be managed by Tom Lando in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant

represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals which are required by the City for its business.

16. Indemnity. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

If to Consultant: **Tom Lando**
P.O. Box 2252
Chico, CA 95927

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

19. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
20. Assignments and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
21. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
22. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
23. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte, or in the United States District Court, Eastern District of California.
24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other part arising out of this

Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. This Agreement may be signed by facsimile or electronically transmitted signatures, which shall be deemed original signatures for all purposes. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority, to make this Agreement and to bind each respective party.
28. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide

employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

CITY OF OROVILLE

TOM LANDO

By: _____
Chuck Reynolds, Mayor

By: _____
Tom Lando

APPROVED AS TO FORM:

By: _____
Scott E. Huber, City Attorney

**AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF OROVILLE AND TOM LANDO**

(Agreement No. 3289-2)

This Amendment, dated June 21, 2022, is to the Professional Services Agreement between the City of Oroville ("City") and Tom Lando. ("Lando").

In consideration of the terms and conditions herein, the City and Lando agree that the amendment to the agreement is effective June 21, 2022, and shall be amended as follows:

1. SECTION 1 IS REPLACED WITH THE FOLLOWING:

Scope of Services

The Consultant shall furnish management consultant services in a professional manner. Consultant shall perform Management Consulting Services to the City during the time this Agreement is in effect.

2. SECTION 2 IS REPLACED WITH THE FOLLOWING:

Time of Performance

The services shall commence June 21, 2022, and shall continue through June 30, 2025, or 14-day notice of termination of this agreement by Lando or 90-day notice from City of Oroville.

3. SECTION 3 IS REPLACED WITH THE FOLLOWING:

Compensation

The amount of this agreement is \$4500.00 biweekly in an amount not to exceed \$117,000.00 per fiscal year. Lando shall not work more than 960 hours per fiscal year. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment

4. Conflicts between this Amended Agreement and Agreement No. 3289 shall be controlled by this Amendment. All other provisions within Agreement No. 3289 shall remain in full force and effect.

This Amendment to Agreement 3289 is approved by the City Council of the City of Oroville at a regular meeting held on June 21, 2022.

CITY OF OROVILLE

TOM LANDO

By: _____
Chuck Reynolds, Mayor

By: _____
Tom Lando

APPROVED AS TO FORM:

By: _____
Scott E. Huber, City Attorney



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: DAWN NEVERS, DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

RE: SR 162 ATP PROJECT – CONSULTANT AMENDMENT NO.2 FOR DESIGN AND SUPPORT SERVICES

DATE: JUNE 21, 2022

SUMMARY

The Council will consider a design contract amendment for the SR 162 ATP Project to complete additional survey, signal modifications, City requested fiber optic conduit crossing (Oro Dam Hwy at 5th Ave), and additional drainage design required by the project impacts to the corridor. This additional work is required to complete project as defined under the ATP and BTA grants and its impacts to adjacent properties. The original design contract also requires an extension to December of 2023.

DISCUSSION

The work outlined in the attached scope of work is a follow up to the staff report and presentation given at the April 6, 2021 City Council Meeting and Amendment No.1 authorized at the June 15, 2021 Council Meeting. At the April 6, 2021 meeting, City Council approved the authorization of Local Transportation Funds to support the additional studies and right-of-way required to complete the project.

Summary of project design budget and amendments:

| Contract | Cost |
|----------------------------------------------------------|-----------------|
| Original Contract | \$580,000* |
| Amendment No.1 – ROW additional design | \$330,742 |
| <i>Amendment No. 2 – Design Mods (Pending)</i> | <i>\$88,518</i> |
| Total Contract | \$999,260 |
| City Funded Contract portion (Local Transportation Fund) | \$412,260 |

*CMAQ and ATP Grant Reimbursable

The project grant was pursued by the City in 2015 and awarded under ATP Cycle 3 through the California Transportation Commission (CTC) and Caltrans. Capacity Management and Air Quality (CMAQ) grant is also allocated to cover the design cost. All together the project grants provide for \$3,951,000 to design, construct, and manage a contractor to implement bicycle, pedestrian, and mobility improvements from Feather River Park, west of Hwy 70 to Foothill Blvd, along SR 162. This includes sidewalk closures, pedestrian crossings, bike lanes, and pedestrian signal improvements along the corridor.

The project also incorporated an older Bicycle Transportation Account (BTA) Grant that included bike lane striping and signage for 2.7 miles of Class II bike-lane from Hwy 70 to Orange Avenue along Oro Dam Blvd East. A portion of that grant (\$61,528) was used to supplement the design of the ATP/BTA combined project.

The project design was awarded to a consultant, Mark Thomas (MT), in December of 2019. MT progressed the design to a 30% level and identified some gaps in the project as defined in the ATP application and scope and the additional work was authorized by City Council in June 2021. The project design has advanced to the 95% level and additional design effort is needed to address drainage, signal modifications, additional survey, and provide fiber optic conduit crossing of SR-162 at th5th Avenue as requested by the City.

Unfortunately, the grant money provided does not address these design issues and the money allocated under ATP cannot be used for this purpose. The additional cost will have to be provided by the local sponsor, the City of Oroville.

The work in the attached scope and fee will allow the Consultant to complete the design and issue the project for bid and construction in 2022/2023.

FISCAL IMPACT

\$88,518 from the Local Transportation Fund.

RECOMMENDATION

Staff recommends approving the amendment for Mark Thomas and extending the contract end date to December 31, 2023.

ATTACHMENTS

Attachment A – Amendment Scope of Work

Attachment B – Amendment Fee Estimate

Attachment C – Letter requesting extension of contract end date

**AMENDMENT TO PROJECT CONTRACT AGREEMENT NO. 3394
FOR PROJECT CONTRACT BETWEEN THE CITY OF OROVILLE
AND MARK THOMAS & COMPANY, INC.**

(Amendment No. 2)

This Amendment dated June 21, 2022, is to the Project Contract Agreement No. 3296 between the City of Oroville (“City”) and Mark Thomas & Company, Inc. (“Contractor”).

A copy of Contract Agreement No. 3296 is attached as Exhibit “B” including all prior amendments.

In consideration of terms and conditions herein, City and Contractor agree that Agreement No. 3296 shall be amended as follows:

1. The Agreement shall be amended to include work related to State Route 162 Pedestrian/Bicycle Disabled Mobility & Safety project, which are enumerated in the scope documents. The scope documents are attached as Attachment A to this Amendment.
2. The fee for all design modifications outlined in Attachment “A” is \$88,518.00. Payment is to occur as outlined in Exhibit “A”.
3. Conflicts between the Agreement and any previous amendment to the Agreement shall be controlled by this amendment. All other provisions within Agreement No. 3296 as amended shall remain in full force effect.

CITY OF OROVILLE

MARK THOMAS & COMPANY, INC.

Chuck Reynolds, Mayor

By:

ATTEST:

APPROVED AS TO FORM:

Bill LaGrone, City Clerk

Scott E. Huber, City Attorney



MARK THOMAS

March 4, 2022

Mr. Mike Massaro
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

SA-20105

RE: STATE ROUTE 162 PEDESTRIAN/BICYCLE DISABLED MOBILITY & SAFETY
AMENDMENT NO. 2 REQUEST

Dear Mr. Massaro:

Per our discussions, enclosed is Mark Thomas' cost proposal, scope of work, and 10-H1 forms for the State Route 162 project. This request is for the additional work activities not covered by the original contract.

If you have any questions regarding our proposal, please contact me at (916) 501-5515 or jpangburn@markthomas.com.

Sincerely,
MARK THOMAS & COMPANY, INC.

James Pangburn
Project Manager

Attachments



PROJECT UNDERSTANDING

This scope of work has been prepared to cover additional work that was not anticipated with the base scope of the original contract. The additional activities needed include additional signal modifications, additional topographic surveys, and additional design time needed to accommodate drainage facilities that were not identified in the preliminary design or the SR 162 Corridor Plan.

Signal Modifications and Lighting Design – The original scope of work assumed signal modification at SR 162/Feather River Blvd as optional tasks. After developing the sidewalk plans, signal modification at the intersections of Olive Hwy with Foothill Blvd and the intersection of Oro Dam Blvd with Bridge Street needs to be included. At the request of the City, conduit for future fiber optic cable at SR 162/5th Avenue will be included in the plans. This scope includes additional labor to design for Y&C Transportation.

Topographic Surveys – The original scope of work included topographic data provided by the City. Mark Thomas gathered supplemental survey along Oro Dam Blvd between Hwy 70 southbound ramps and Feather River Blvd, along Olive Hwy between Lower Wyandotte Rd and Foothill Blvd including approximately 430 LF along Lower Wyandotte Rd., and approximately 100 LF along Lincoln St. in the City of Oroville. After completion of 65% plans, was concluded that this data was insufficient in completing the design for the sidewalk, curb ramp and drainage improvements along SR-162 and Olive Hwy. Additional survey data is necessary for completing grading and earthwork calculations for the proposed pedestrian facilities. Additional topographic data will be required along Oro Dam Blvd (SR-162) at the existing southern box culvert, along Olive Hwy between Executive Pkwy and Lower Wyandotte Rd, and at the intersection of Olive Hwy & Foothill Blvd.

Additional Design – The SR 162 corridor plan assumed no new drainage network would be designed along Olive Hwy. After developing the sidewalk plans in more detail, new drainage inlet network needs to be included to catch off-site runoff, which currently flows into the roadside earth ditch. This scope includes additional labor to perform the drainage design and perform the necessary topographic surveys.

SCOPE OF WORK

TASK 1. PROJECT MANAGEMENT

Task 1.1. Project Management

This task includes project management time to manage the scope tasks below. Mark Thomas' Project Manager will plan, organize, direct and monitor project work activities and resources in accordance with contracted scope, schedule and budget. This task includes performing ongoing general project management with the client and sub consultants, including preparing contract paperwork, monthly status reports, memo's, letters and e-mail, making phone calls and maintaining project files.

TASK 2. TOPOGRAPHIC SURVEY AND MAPPING

Task 2.1. Supplemental Topographic Surveys

This task includes additional hours to conduct topographic survey to supplement additional topographic data for sidewalk, curb ramp and drainage design. This will include field surveys and updating base mapping.

TASK 2 DELIVERABLES:

- Updated Topographic Base Mapping

TASK 3. ADDITIONAL DESIGN

Task 3.1. Design for Additional Drainage Facilities

This task includes additional hours to perform drainage design along Olive Hwy, as the drainage design wasn't included in the SR 162 corridor plan. This will include developing new drainage inlet and pipe, designing drainage profile, preparing construction details, and including this work in the PS&E package.

Task 3.2. Signal Modifications

Y&C will obtain electronic base plans and as-built traffic signal plans for the Oro Dam Blvd/Bridge Street/Oro Quincy Hwy and SR 162 (Olive Hwy)/Foothill Blvd intersections from MT. Y&C will verify as-built plans in the field. Based on the obtained information, Y&C will prepare traffic signal modification plans, specifications, and cost estimates (PS&E) for the Oro Dam Blvd/Bridge Street/Oro Quincy Hwy and SR 162 (Olive Hwy)/Foothill Blvd intersections. Y&C will submit traffic signal PS&E to the City of Oroville and Caltrans for review at 95% and 100% level. Any comments by the review agencies will be incorporated into final PS&E.

Task 3.3. Conduit for Future Fiber Optic Cable at SR 162/5th Ave

Y&C will obtain electronic base plans from MT and prepare plan, specifications, and cost estimate (PS&E) for empty conduit crossing SR 162 in the vicinity of 5th Avenue. The empty conduit will be used for installation of fiber optic cables in future. The conduit will be terminated in pull boxes on both sides of SR 162. Y&C will submit PS&E for the empty conduit with the rest of electrical PS&E package to the City of Oroville and Caltrans for review. Any comments by the review agencies will be incorporated into final PS&E.

TASK 3 DELIVERABLES:

- *One sheet of 1"=20' or 40' conduit plan*
- *Technical Specifications and Construction Cost Estimates for Signal Modifications*
- *Additional Drainage Plans, Profiles, and Details – To be Incorporated into the 95% PS&E*

COST PROPOSAL FOR PROJECT SCOPE: Oroville-SR 162 Ped/Bike Mobility Safety (AM #2)

| MARK THOMAS | | | | | | | | | | | | Subs | TOTAL COST | |
|---------------------------------------------------------------|------------------------------|-----------------------------|-----------------------------|---------------------------|--------------------|-----------------------------|---------------------------|------------------------------|---------------------------------|----------------------------------|-------------|-----------------|-----------------|---------------------------|
| | Sr. Project Manager \$242 | Sr. Technical Lead \$224 | Design Engineer II \$120 | Design Engineer I \$98 | Technician \$86 | Sr. Survey Manager \$209 | Project Surveyor \$151 | 2 Person Field Crew \$285 | Sr. Project Accountant \$127 | Sr. Project Coordinator \$120 | Total Hours | Total MT Cost | | Y&C Transportation DBE |
| 1.0 PROJECT MANAGEMENT | | | | | | | | | | | | | | |
| 1.1 Project Management | 8 | | | | | | | | 2 | 4 | 14 | \$2,672 | - | \$2,672 |
| Subtotal Phase 1 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 4 | 14 | \$2,672 | \$0 | \$2,672 |
| 2.0 TOPOGRAPHIC SURVEY & MAPPING | | | | | | | | | | | | | | |
| 2.1 Supplemental Topographic Surveys | | 4 | 8 | | | 2 | 8 | 32 | | 2 | 56 | \$12,847 | - | \$12,847 |
| Subtotal Phase 2 | 0 | 4 | 8 | 0 | 0 | 2 | 8 | 32 | 0 | 2 | 56 | \$12,847 | \$0 | \$12,847 |
| 3.0 ADDITIONAL DESIGN | | | | | | | | | | | | | | |
| 3.1 Design for Additional Drainage Facilities | 0 | 8 | 120 | 200 | 40 | | | | | | 368 | \$39,231 | - | \$39,231 |
| 3.2 Signal Modifications | 2 | 12 | 16 | 8 | | | | | | | 38 | \$5,877 | 24,955 | \$30,832 |
| 3.3 Conduit for Future Fiber Optic Cable at SR 162/5th Avenue | | 2 | 4 | | | | | | | | 6 | \$928 | 2,009 | \$2,937 |
| Subtotal Phase 3 | 2 | 22 | 140 | 208 | 40 | 0 | 0 | 0 | 0 | 0 | 412 | \$46,036 | \$26,964 | \$72,999 |
| TOTAL HOURS | 10 | 26 | 148 | 208 | 40 | 2 | 8 | 32 | 2 | 6 | 482 | | | |
| OTHER DIRECT COSTS | | | | | | | | | | | | \$0 | \$0 | \$0 |
| TOTAL COST | \$2,424 | \$5,824 | \$17,759 | \$20,384 | \$3,440 | \$418 | \$1,209 | \$9,124 | \$254 | \$719 | | \$61,555 | \$26,964 | \$88,518 |

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Sub 2nd Tier Subconsultant

Consultant: **Mark Thomas & Company, Inc.**

Project No. _____ Contract No. _____

Date **3/4/2022**

DIRECT LABOR

| Classification/Title | Name | Range | Hours | Actual Hourly Rate | Total |
|-----------------------------|------|---------------|-------|--------------------|-------------|
| Principal | | \$120 - \$140 | | \$ 130.46 | \$ - |
| Sr. Engineering Manager | | \$95 - \$116 | | \$ 110.12 | \$ - |
| Engineering Manager | | \$85 - \$100 | | \$ 93.99 | \$ - |
| Practice Area Leader | | \$85 - \$100 | | \$ 93.99 | \$ - |
| Sr. Project Manager | | \$66 - \$85 | 10 | \$ 85.00 | \$ 850.00 |
| Sr. Technical Lead | | \$66 - \$85 | 26 | \$ 78.56 | \$ 2,042.56 |
| Project Manager | | \$57 - \$70 | | \$ 64.53 | \$ - |
| Technical Lead | | \$57 - \$70 | | \$ 70.00 | \$ - |
| Sr. Project Engineer | | \$48 - \$60 | | \$ 55.41 | \$ - |
| Sr. Technical Engineer | | \$48 - \$60 | | \$ 55.41 | \$ - |
| Project Engineer | | \$44 - \$55 | | \$ 48.40 | \$ - |
| Design Engineer II | | \$37 - \$45 | 148 | \$ 42.08 | \$ 6,227.84 |
| Design Engineer I | | \$28 - \$38 | 208 | \$ 34.37 | \$ 7,148.96 |
| Sr. Technician | | \$34 - \$44 | | \$ 41.03 | \$ - |
| Technician | | \$23 - \$35 | 40 | \$ 30.16 | \$ 1,206.40 |
| Intern | | \$15 - \$23 | | \$ 19.64 | \$ - |
| Survey Division Manager | | \$79 - \$98 | | \$ 97.14 | \$ - |
| Sr. Survey Manager | | \$63 - \$78 | 2 | \$ 73.30 | \$ 146.60 |
| Survey Manager | | \$57 - \$64 | | \$ 61.72 | \$ - |
| Sr. Project Surveyor | | \$52 - \$60 | | \$ 56.11 | \$ - |
| Project Surveyor | | \$46 - \$56 | 8 | \$ 53.00 | \$ 424.00 |
| Sr. Surveyor | | \$37 - \$50 | | \$ 45.94 | \$ - |
| Surveyor | | \$32 - \$40 | | \$ 37.17 | \$ - |
| Lead Survey Technician | | \$43 - \$50 | | \$ 48.05 | \$ - |
| Sr. Survey Technician | | \$32 - \$43 | | \$ 38.23 | \$ - |
| Survey Technician | | \$22 - \$32 | | \$ 27.35 | \$ - |
| Survey Intern | | \$15 - \$25 | | \$ 19.99 | \$ - |
| Single Chief* | | \$42 - \$55 | | \$ 50.15 | \$ - |
| Single Instrumentman* | | \$43 - \$51 | | \$ 44.89 | \$ - |
| Single Chainman* | | \$34 - \$45 | | \$ 41.73 | \$ - |
| Apprentice* | | \$18 - \$36 | | \$ 32.97 | \$ - |
| 1 Person Field Crew* | | \$42 - \$55 | | \$ 50.15 | \$ - |
| 2 Person Field Crew* | | \$84 - \$100 | 32 | \$ 100.00 | \$ 3,200.00 |
| 3 Person Field Crew* | | \$118 - \$135 | | \$ 129.06 | \$ - |
| Sr. LAUD Division Manager | | \$78 - \$90 | | \$ 82.77 | \$ - |
| LAUD Division Manager | | \$68 - \$83 | | \$ 76.10 | \$ - |
| Sr. LAUD Project Manager | | \$59 - \$70 | | \$ 66.63 | \$ - |
| LAUD Project Manager | | \$54 - \$65 | | \$ 59.27 | \$ - |
| Landscape Architect | | \$38 - \$54 | | \$ 45.94 | \$ - |
| Landscape Designer | | \$26 - \$40 | | \$ 35.07 | \$ - |
| Landscape Intern | | \$15 - \$23 | | \$ 19.64 | \$ - |
| District Manager-Engineer | | \$95 - \$105 | | \$ 98.20 | \$ - |
| Deputy District Manager | | \$85 - \$97 | | \$ 90.13 | \$ - |
| Operations Manager | | \$75 - \$89 | | \$ 78.56 | \$ - |
| Sanitary Project Engineer | | \$61 - \$77 | | \$ 66.63 | \$ - |
| Associate Sanitary Engineer | | \$48 - \$60 | | \$ 52.96 | \$ - |
| Assistant Sanitary Engineer | | \$44 - \$52 | | \$ 45.94 | \$ - |
| Sr. Inspector* | | \$38 - \$47 | | \$ 41.03 | \$ - |

| | | | | | |
|------------------------------|--|---------------|---|-----------|-----------|
| Inspector* | | \$30 - \$40 | | \$ 34.02 | \$ - |
| Inspector - Apprentice* | | \$20 - \$34 | | \$ 24.20 | \$ - |
| Sr. Division/Area Manager | | \$102 - \$118 | | \$ 110.12 | \$ - |
| Division Manager - CM | | \$88 - \$102 | | \$ 93.99 | \$ - |
| Sr. Project Manager - CM | | \$78 - \$88 | | \$ 80.31 | \$ - |
| RE/Structural Representative | | \$76 - \$85 | | \$ 78.56 | \$ - |
| Project Manager - CM | | \$72 - \$83 | | \$ 75.05 | \$ - |
| Asst. Resident Engineer* | | \$57 - \$66 | | \$ 59.97 | \$ - |
| Inspector - CM* | | \$57 - \$66 | | \$ 59.97 | \$ - |
| Office Engineer | | \$40 - \$52 | | \$ 45.24 | \$ - |
| Office Technician | | \$20 - \$29 | | \$ 23.15 | \$ - |
| Expert Witness | | \$130 - \$158 | | \$ 147.30 | \$ - |
| Strategic Consulting | | \$130 - \$158 | | \$ 147.30 | \$ - |
| Sr. Funding Specialist | | \$50 - \$63 | | \$ 56.11 | \$ - |
| Funding Specialist | | \$40 - \$52 | | \$ 45.59 | \$ - |
| Sr. Project Accountant | | \$40 - \$51 | 2 | \$ 44.52 | \$ 89.04 |
| Project Accountant | | \$32 - \$42 | | \$ 36.12 | \$ - |
| Sr. Project Coordinator | | \$36 - \$48 | 6 | \$ 42.00 | \$ 252.00 |
| Project Coordinator | | \$28 - \$38 | | \$ 31.91 | \$ - |
| Sr. Project Assistant | | \$28 - \$38 | | \$ 31.56 | \$ - |
| Project Assistant | | \$20 - \$29 | | \$ 24.20 | \$ - |
| Sr. Technical Writer | | \$29 - \$42 | | \$ 35.42 | \$ - |
| Technical Writer | | \$20 - \$30 | | \$ 24.55 | \$ - |
| Sr. Graphic Manager | | \$47 - \$55 | | \$ 48.75 | \$ - |
| Sr. Graphic Designer | | \$36 - \$48 | | \$ 42.08 | \$ - |
| Graphic Designer | | \$31 - \$40 | | \$ 34.02 | \$ - |

LABOR COSTS

| | |
|--------------------------------------------------------------|---------------------|
| a) Subtotal Direct Labor Costs | \$ 21,587.40 |
| b) Anticipated Salary Increases (see page 2 for calculation) | \$ - |
| c) TOTAL DIRECT LABOR COSTS [(a) + (b)] | \$ 21,587.40 |

INDIRECT COSTS

| | | |
|-----------------------------------------------|--------------------------------------------------|---------------------|
| d) Fringe Benefits (Rate: <u>77.48%</u>) | e) Total Fringe Benefits [(c) x (d)] | \$ 16,725.92 |
| f) Overhead & G&A (Rate: <u>77.11%</u>) | g) Overhead [(c) x (f)] | \$ 16,646.04 |
| h) General & Admin (Rate: <u> </u>) | i) Gen & Admin [(c) x (h)] | \$ - |
| | j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] | \$ 33,371.96 |

| | | |
|------------------|--------------------------------------------------------|--------------------|
| FIXED FEE | k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 12% | \$ 6,595.12 |
|------------------|--------------------------------------------------------|--------------------|

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

| Description of Item | Quantity | Unit | Unit Cost | Total |
|------------------------------------|----------|------|-----------|-------------|
| | | | | \$ - |
| | | | | \$ - |
| l) TOTAL OTHER DIRECT COSTS | | | | \$ - |

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

| | |
|--------------------------------------------|---------------------|
| Subconsultant 1: Y&C Transportation | \$ 26,964.00 |
| Subconsultant 2: | |
| Subconsultant 3: | |
| Subconsultant 4: | |
| m) TOTAL SUBCONSULTANTS' COSTS | \$ 26,964.00 |

| | |
|-------------------------------------------------------------------------|---------------------|
| n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] | \$ 26,964.00 |
|-------------------------------------------------------------------------|---------------------|

| | |
|-------------------------------------------|---------------------|
| TOTAL COST [(c) + (j) + (k) + (n)] | \$ 88,518.49 |
|-------------------------------------------|---------------------|

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Mark Thomas & Company**

Project No. _____ Contract No. _____ Date **3/4/2022**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

| | | | | |
|---------------------------------------------------|----------------------------------|---|-------------------------------|---------------------------------------------------------------|
| Direct Labor <u>Subtotal</u> per Cost Proposal | Total Hours per Cost Proposal | = | Avg Hourly Rate #DIV/0! | 5 Year Contract Duration Year 1 Avg Hourly Rate |
|---------------------------------------------------|----------------------------------|---|-------------------------------|---------------------------------------------------------------|

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

| | | | | | | |
|--------|-----------------|---|---------------------|---|---------|------------------------|
| | Avg Hourly Rate | | Proposed Escalation | | | |
| Year 1 | #DIV/0! | + | 2% | = | #DIV/0! | Year 2 Avg Hourly Rate |
| Year 2 | #DIV/0! | + | 2% | = | #DIV/0! | Year 3 Avg Hourly Rate |
| Year 3 | #DIV/0! | + | 2% | = | #DIV/0! | Year 4 Avg Hourly Rate |
| Year 4 | #DIV/0! | + | 2% | = | #DIV/0! | Year 5 Avg Hourly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| | | | | | | |
|--------|------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
| Year 1 | 20.00% | * | 0.0 | = | 0.0 | Estimated Hours Year 1 |
| Year 2 | 40.00% | * | 0.0 | = | 0.0 | Estimated Hours Year 2 |
| Year 3 | 15.00% | * | 0.0 | = | 0.0 | Estimated Hours Year 3 |
| Year 4 | 15.00% | * | 0.0 | = | 0.0 | Estimated Hours Year 4 |
| Year 5 | 10.00% | * | 0.0 | = | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 0.0 | |

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

| | | | | | | |
|--------|-------------------------------------------------|---|---------------------------------------|---|---------------|------------------------|
| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
| Year 1 | #DIV/0! | * | 0 | = | #DIV/0! | Estimated Hours Year 1 |
| Year 2 | #DIV/0! | * | 0 | = | #DIV/0! | Estimated Hours Year 2 |
| Year 3 | #DIV/0! | * | 0 | = | #DIV/0! | Estimated Hours Year 3 |
| Year 4 | #DIV/0! | * | 0 | = | #DIV/0! | Estimated Hours Year 4 |
| Year 5 | \$ 54.12 | * | 0 | = | \$ - | Estimated Hours Year 5 |
| | Total Direct Labor Cost with Escalation | | | = | #DIV/0! | |
| | Direct Labor Subtotal before Escalation | | | = | \$ - | |
| | Estimated total of Direct Labor Salary Increase | | | = | #DIV/0! | Transfer to Page 1 |

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)


All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Zach Siviglia

Title *: Vice President

Signature: 

Date of Certification: 03/04/2022

Email: zsiviglia@markthomas.com

Phone number: (916) 381-9100

Address: 701 University Avenue, Suite 200, Sacramento, CA 95825

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant Y&C Transportation Consultants, Inc.

Project No. ATPCML-5142 (036)

Contract No. A-3284 (Addl Signal Design)

Date 2/7/2022

DIRECT LABOR

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|----------------------|--------------|-------|--------------------|--------------|
| Engineer XII | Daniel Yau | 16.0 | \$ 99.68 | \$ 1,594.88 |
| Engineer XI | Kin Chan | 44.0 | \$ 92.18 | \$ 4,055.92 |
| Engineer V | Meng Yang | 48.0 | \$ 52.00 | \$ 2,496.00 |
| Engineer I | Anson Huynh | 48.0 | \$ 30.00 | \$ 1,440.00 |
| Engineer I | Chenxin Liao | 48.0 | \$ 29.00 | \$ 1,392.00 |
| Technician III | Teresa Chan | 42.0 | \$ 26.80 | \$ 1,125.60 |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Total: | | | 246.0 | \$ 12,104.40 |

LABOR COSTS

| | |
|---------------------------------------------------------------|---------------------|
| a) Subtotal Direct Labor Costs | \$ 12,104.40 |
| b) Anticipated Salary Increases (see page 2 for calculations) | \$ - |
| c) TOTAL DIRECT LABOR COSTS [(a) + (b)] | \$ 12,104.40 |

INDIRECT COSTS

| | | | |
|-------------------------------|---------------------|--------------------------------------------------|---------------------|
| d) Fringe Benefits | Rate: <u>51.98%</u> | e) Total fringe benefits [(c) x (d)] | \$ 6,291.87 |
| Overhead | Rate: <u>35.44%</u> | g) Overhead [(c) x (f)] | \$ 4,289.80 |
| h) General and Administrative | Rate: _____ | i) Gen & Admin [(c) x (h)] | \$ - |
| | | j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] | \$ 10,581.67 |

FIXED FEE

| | |
|-----------------------------------------------------------------|--------------------|
| k) TOTAL FIXED FEE [(c) + (j)] x fixed fee <u>10.00%</u> | \$ 2,268.61 |
|-----------------------------------------------------------------|--------------------|

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

| Description of Item | Quantity | Unit | Unit Cost | Total |
|------------------------------------|----------|------|-----------|-------------|
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| l) TOTAL OTHER DIRECT COSTS | | | | \$ - |

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

| | |
|---------------------------------|-------------|
| Subconsultant 1: | \$ - |
| Subconsultant 2: | \$ - |
| Subconsultant 3: | \$ - |
| Subconsultant 4: | \$ - |
| m) SUBCONSULTANTS' COSTS | \$ - |

| | |
|-------------------------------------------------------------------------|-------------|
| n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] | \$ - |
|-------------------------------------------------------------------------|-------------|

| | |
|-------------------------------------------|---------------------|
| TOTAL COST [(c) + (j) + (k) + (n)] | \$ 24,954.67 |
|-------------------------------------------|---------------------|

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accept by Caltrans.
- Anticipated salary increases calculations (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

| | | | | | |
|------------------------------------------------------|---|----------------------------------|---|-----------------------|----------------------------------------------------------------------|
| Direct Labor <u>Subtotal</u> per Cost Proposal | / | Total Hours per Cost Proposal | = | Avg Hourly Rate | 5 Year Contract Duration Year 1 Avg Hourly Rate |
| \$12,104.40 | | 246.0 | | \$49.20 | |

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

| | | | | | | |
|--------|-----------------|---|---------------------|---|---------|------------------------|
| | Avg Hourly Rate | + | Proposed Escalation | = | | |
| Year 1 | \$49.20 | | 0.0% | | \$49.20 | Year 2 Avg Hourly Rate |
| Year 2 | \$49.20 | | 0.0% | | \$49.20 | Year 3 Avg Hourly Rate |
| Year 3 | \$49.20 | | 0.0% | | \$49.20 | Year 4 Avg Hourly Rate |
| Year 4 | \$49.20 | | 0.0% | | \$49.20 | Year 5 Avg Hourly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| | | | | | | |
|--------|------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| | Estimated % Completed Each Year | * | Total Hours per Cost Proposal | = | Total Hours per Year | |
| Year 1 | 100% | | 246.0 | | 246.0 | Estimated Hours Year 1 |
| Year 2 | | | 246.0 | | 0.0 | Estimated Hours Year 2 |
| Year 3 | | | 246.0 | | 0.0 | Estimated Hours Year 3 |
| Year 4 | | | 246.0 | | 0.0 | Estimated Hours Year 4 |
| Year 5 | | | 246.0 | | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | | 246.0 | |

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

| | | | | | | |
|-----------|--------------------------------------------------------|---|---------------------------------------|---|------------------|---------------------------|
| | Avg Hourly Rate (calculated above) | * | Estimated hours (calculated above) | = | Cost per Year | |
| Year 1 \$ | 49.20 | | 246.0 | | \$12,104.40 | Estimated Hours Year 1 |
| Year 2 \$ | 49.20 | | 0.0 | | \$0.00 | Estimated Hours Year 2 |
| Year 3 \$ | 49.20 | | 0.0 | | \$0.00 | Estimated Hours Year 3 |
| Year 4 \$ | 49.20 | | 0.0 | | \$0.00 | Estimated Hours Year 4 |
| Year 5 \$ | 49.20 | | 0.0 | | \$0.00 | Estimated Hours Year 5 |
| | Total Direct Labor Cost with Escalation | | | = | \$12,104.40 | |
| | Direct Labor Subtotal before escalation | | | = | \$12,104.40 | |
| | Estimated total of Direct Labor Salary Increase | | | = | \$0.00 | Transfer to Page 1 |

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)

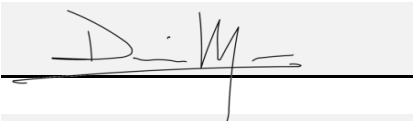
Certification of Direct Costs

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Suconsultant Certifying:

| | |
|------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| Name: <u>Daniel Yau</u> | Title*: <u>President</u> |
| Signature:  | Date of Certification (mm/dd/yyyy): <u>02/07/2022</u> |
| Email: <u>dyau@yctransportation.com</u> | Phone Number: <u>(916) 366-8000 x 305</u> |
| Address: <u>3250 Ramos Circle, Sacramento, CA 95827</u> | |

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under this proposed contract:

Prepare electrical plans, specifications, and estimates for additional traffic signal modifications.

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

| | | | | | |
|------------------------------------------------------|---|----------------------------------|---|-----------------------|----------------------------------------------------------------------|
| Direct Labor <u>Subtotal</u> per Cost Proposal | / | Total Hours per Cost Proposal | = | Avg Hourly Rate | 5 Year Contract Duration Year 1 Avg Hourly Rate |
| \$974.26 | | 27.0 | | \$36.08 | |

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

| | | | | | | |
|--------|-----------------|---|---------------------|---|---------|------------------------|
| | Avg Hourly Rate | + | Proposed Escalation | = | | |
| Year 1 | \$36.08 | | 0.0% | | \$36.08 | Year 2 Avg Hourly Rate |
| Year 2 | \$36.08 | | 0.0% | | \$36.08 | Year 3 Avg Hourly Rate |
| Year 3 | \$36.08 | | 0.0% | | \$36.08 | Year 4 Avg Hourly Rate |
| Year 4 | \$36.08 | | 0.0% | | \$36.08 | Year 5 Avg Hourly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| | | | | | | |
|--------|------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| | Estimated % Completed Each Year | * | Total Hours per Cost Proposal | = | Total Hours per Year | |
| Year 1 | 25% | | 27.0 | | 6.8 | Estimated Hours Year 1 |
| Year 2 | 65% | | 27.0 | | 17.6 | Estimated Hours Year 2 |
| Year 3 | 10% | | 27.0 | | 2.7 | Estimated Hours Year 3 |
| Year 4 | | | 27.0 | | 0.0 | Estimated Hours Year 4 |
| Year 5 | | | 27.0 | | 0.0 | Estimated Hours Year 5 |
| Total | 100% | | Total | | 27.0 | |

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

| | | | | | | |
|-----------|--------------------------------------------------------|---|---------------------------------------|---|------------------|---------------------------|
| | Avg Hourly Rate (calculated above) | * | Estimated hours (calculated above) | = | Cost per Year | |
| Year 1 \$ | 36.08 | | 6.8 | | \$243.57 | Estimated Hours Year 1 |
| Year 2 \$ | 36.08 | | 17.6 | | \$633.27 | Estimated Hours Year 2 |
| Year 3 \$ | 36.08 | | 2.7 | | \$97.43 | Estimated Hours Year 3 |
| Year 4 \$ | 36.08 | | 0.0 | | \$0.00 | Estimated Hours Year 4 |
| Year 5 \$ | 36.08 | | 0.0 | | \$0.00 | Estimated Hours Year 5 |
| | Total Direct Labor Cost with Escalation | | | = | \$974.26 | |
| | Direct Labor Subtotal before escalation | | | = | \$974.26 | |
| | Estimated total of Direct Labor Salary Increase | | | = | \$0.00 | Transfer to Page 1 |

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
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- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Suconsultant Certifying:

| | |
|------------------------------------------------------------------------------------------------|------------------------------------------------------|
| Name: <u>Daniel Yau</u> | Title*: <u>President</u> |
| Signature:  | Date of Certification (mm/dd/yyyy): <u>12/1/2021</u> |
| Email: <u>dyau@yctransportation.com</u> | Phone Number: <u>(916) 366-8000 x 305</u> |
| Address: <u>3250 Ramos Circle, Sacramento, CA 95827</u> | |

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under this proposed contract:

Prepare electrical plans, specifications, and estimates for empty conduit.



February 9, 2022

Mr. Mike Massaro
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

File: SA-20105

RE: STATE ROUT 162 PEDESTRIAN/BICYCLE DISABLED MOBILITY & SAFETY
(AGREEMENT NO. 3296)

Dear Mr. Massaro:

Mark Thomas is requesting an extension for the above-referenced contract, which expired on December 31, 2021. Mark Thomas requests to extend the contract date to December 31, 2023.

If you have any questions, please feel free to contact me at (916) 501-5515.

Sincerely,

MARK THOMAS

James Pangburn
Project Manager



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of January 7, 2020, by and between the City of Oroville ("City") and Mark Thomas and Company, Inc. ("Consultant").

RECITALS

- A. The Consultant is licensed, trained, experienced and competent to provide design and construction documents for the Engineering Design of State Route 162 Pedestrian/Bicycle Disabled Mobility and Safety Improvement Project (Project) as required by this Agreement; and
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

- 1. Scope of Services. The Consultant shall complete all services in a professional manner. Consultant shall complete the scope of services described in the Mark Thomas and Company proposal attached as Attachment "A" which is incorporated herein by reference.
- 2. Time of Performance. The services of Consultant shall commence upon execution of this Agreement and shall be completed at the end of Project close out.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fee budget set forth in Attachment "B," which is attached hereto and incorporated herein by reference. **In no event shall Consultant's compensation exceed the amount of \$580,000 without additional written authorization from the City.** Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately

for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.
8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant

represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

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

10. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it's practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.
11. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:
- a. will conduct research and arrive at conclusions with respect to its

rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and

- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel.

(FPPC Reg. 18700(a)(2).)

13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.
16. Indemnity. Consultant agrees to indemnify and hold harmless the City, its

officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including reimbursement of reasonable costs and expenses in connection therein), arising from its negligent performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the negligence or willful misconduct of the City, its officers, agents, employees or volunteers. With regard to any claim alleging Consultant's negligent performance of professional services, Consultant's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.

17. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "10-R" attached hereto.
18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: **City Administrator
City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897**

If to Consultant: **Mark Thomas and Co**
701 University Avenue
Suite 200
Sacramento, CA 95825
Attn: James Pangburn

19. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
20. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
21. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such

subcontractor other than as otherwise required by law.

22. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
23. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
24. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in Butte County Superior Court or the United States District Court, Eastern District of California.
25. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such

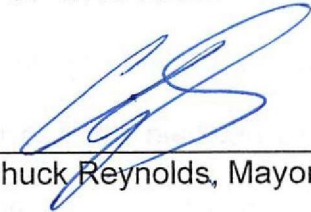
counterpart.

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
28. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-


discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

CITY OF OROVILLE

By: 

Chuck Reynolds, Mayor

By: 

Zach Siviglia, Vice President, Mark Thomas and Co.

APPROVED AS TO FORM:

By: 

Scott E. Huber, City Attorney

ATTEST:

By: 

Bill LaGrone, City Administrator

Attachments: Exhibit A - Consultant Scope
Exhibit B – Fee Proposal
Exhibit 10-R – Caltrans Contract with Insurance Requirements

**CITY OF OROVILLE
CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT is made on January 7, 2020, between the City of Oroville (“the City”), and Mark Thomas and Company, Inc., (“Consultant”).

WITNESSETH:

WHEREAS, the City proposes to design and construct the Oroville SR 162 Pedestrian/Bicyclist/Disabled Mobility and Safety Improvements.; and

WHEREAS, the Consultant has presented a proposal for such services to the City, dated on June 11, 2019, (attached hereto and incorporated herein as Attachment “A” and “B”) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I INTRODUCTION

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

The name of the “CONSULTANT” is as follows: Mark Thomas and Company, Inc.

Incorporated in the State of California

The Project Manager for the “CONSULTANT” will be James Pangburn

The name of the “LOCAL AGENCY” is as follows: City of Oroville.

The Contract Administrator for LOCAL AGENCY will be Bill LaGrone.

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT’s Cost Proposal dated September 10, 2019. The approved CONSULTANT’s Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.

- E. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

- A. The CONSULTANT shall complete the task list as referenced in the Consultant's scope of work, attached as "Exhibit A".

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

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

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on December 17, 2019 contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on December 31, 2021, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract

Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY’S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT’s work. Invoices shall be mailed to LOCAL AGENCY’s Contract Administrator at the following address:

Bill LaGrone
 City Administrator
 City of Oroville
 735 Montgomery St
 Oroville, CA 95965

- E. The total amount payable by LOCAL AGENCY shall not exceed \$580,000.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is based upon the percentage of work completed at the time of completion.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

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

ARTICLE IX AUDIT REVIEW PROCEDURES

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

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by

LOCAL AGENCY’s Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY’s Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY’s Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT’s Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY’s Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: “CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.” 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE XIII CONFLICT OF INTEREST

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

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT’s signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the Applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT’s Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)”, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any

matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XVIII FUNDING REQUIREMENTS

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

ARTICLE XIX CHANGE IN TERMS

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

ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 18%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.

- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

ARTICLE XXI CONTINGENT FEE

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

ARTICLE XXII DISPUTES

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

ARTICLE XXIII INSPECTION OF WORK

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

ARTICLE XXIV SAFETY

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

ARTICLE XXV INSURANCE

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1. Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001).
- 2. Insurance Services Office form number CA 0001 (Ed. 1/87) Coverage Automobile Liability, code 1 (any auto).
- 3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
- 4. Errors and Omissions liability insurance appropriate to the consultant’s profession. Architects’ and engineers’ coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- 1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply

separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and omissions liability: \$1,000,000 per claim & \$1,000,000 aggregate.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

Acceptability of Insurers

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

Verification of Coverage

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

ARTICLE XXVI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.

- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY’S CONSTRUCTION CONTRACTOR

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

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY’s operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY’s actions on the same, except to LOCAL AGENCY’s staff, CONSULTANT’s own personnel

involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY’S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXX EVALUATION OF CONSULTANT

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

ARTICLE XXXI RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

ARTICLE XXXII NOTIFICATION

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

CONSULTANT: Zach Siviglia
Mark Thomas
701 University Ave #200
Sacramento, CA 95825

LOCAL AGENCY: Bill LaGrone

City of Oroville
735 Montgomery St
Oroville, CA 95965

ARTICLE XXXIII CONTRACT

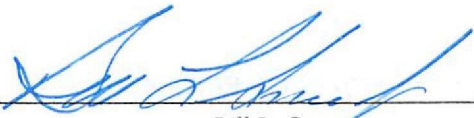
The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to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

[SIGNATURES ON NEXT PAGE]

ARTICLE XXXIV SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF OROVILLE

By 

Bill LaGrone,
City Administrator

CONSULTANT NAME

By 

Zach Siviglia,
Vice President

SCOPE OF WORK

Mark Thomas will follow the scope of work below for the Oroville SR 162 Pedestrian/Bicyclist/Disabled Mobility and Safety Improvements in the City of Oroville (City). In the performance of this scope of services, Mark Thomas will diligently perform this scope of work and will be responsible for items of work under this contract to the extent that issues arising from the performance of these services are within our reasonable control, and the Mark Thomas' obligation to indemnify and defend are limited to the extent actually caused by Mark Thomas in the performance of this scope of work. Mark Thomas will provide contract documents (final) design services needed to perform the tasks noted below. All reports and/or studies, renderings and exhibits, plans and specifications, calculations, etc. developed by Mark Thomas will at a minimum comply with Caltrans and the City of Oroville standards. Electronic file deliverables will be in PDF (Portable Document Format), Microsoft (MS) Word, Microsoft (MS) Excel, and/or CAD (Autodesk AutoCAD Civil 3D 2018 format).

TASK 1. PROJECT MANAGEMENT AND DOCUMENTATION

Task 1.1. Project Management

This task includes project management time to manage the scope tasks below. Mark Thomas' Project Manager will plan, organize, direct and monitor project work activities and resources in accordance with contracted scope, schedule and budget. This task includes performing ongoing general project management with the client, subconsultants and stakeholders including preparing contract paperwork, monthly status reports, memo's, letters and e-mail, making phone calls and maintaining project files.

Task 1.2. Meetings

We will hold Project Development Team (PDT) meetings with subconsultants, City and Caltrans District 3 staff to ensure mutual understanding of the intended purposes, objectives, milestones and deliverables of the project. Mark Thomas will distribute a master Critical Path Method (CPM) schedule as a draft for review by the PDT. The draft CPM schedule will then be updated using comments received from the PDT. The CPM schedule will be updated at major project milestones and will be prepared using Microsoft Project software.

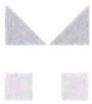
Meetings will generally be held centered on or near key project milestones. Mark Thomas will take the lead in conducting the meetings including preparation and distribution of the meeting agenda, arrangement of attendance of meeting participants, and preparation and distribution of meeting minutes, including the recap of actions to be taken prior to the next meeting. This scope assumes a PDT meeting once per month until the project is completed for a total of 12 PDT meetings. GPA will hold one (1) Kick-off meeting face to face followed by four (4) conference call meetings by phone.

Task 1.3. Quality Assurance/Quality Control

The Mark Thomas Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for design calculations, establishing appropriate levels of design development for intermediate submittals, identification of regularly scheduled plan reviews, design checklists, and methods of project documentation. Specific methods for QA/QC will include:

- The Mark Thomas Quality Assurance Manager will perform an independent review of the project plans, estimates, and reports at each submittal for consistency, constructability, and accuracy.
- Design Technicians will use a "review stamp" for each round of changes which will track who commented on the plans, who checked the drafting, and when the final product was reviewed again by the design engineer.

Mark Thomas will implement and maintain these quality control procedures during the preparation of plans and documents throughout the project.



TASK 1 DELIVERABLES:

- Meeting Agendas and Minutes (12 Meetings)
- Monthly Status Reports
- CPM Master Schedule, Updated Monthly

TASK 2. TOPOGRAPHIC SURVEY AND MAPPING

Task 2.1. Control Surveys

Project control will be based on the California State Plane Coordinate system (CCS83), Zone 2, and vertically based on NAVD88. Horizontal values will be derived from static GPS observations to local NGS stations. Vertical values will be established by differential level run along Oro Dam Boulevard and Olive Highway based on NGS vertical benchmarks, unless other project control and datum is provided. It is assumed set project control will not be required to go through Caltrans review.

Task 2.2. Record Level Right of Way Mapping

Record research will be performed to locate recorded maps including, right of way maps, records of survey, corner records, and other official maps of record necessary to determine the right of way within the project area (approximately 3.6 miles). Right of way Lines as shown on record maps in the area will be plotted. The location of the right of way lines will be based solely on record mapping and a best fit of the line work based on the topographic data and/or monumentation found during the topographic survey. Time is not included to find physical evidence necessary to resolve the parcel lines. No Title reports or plotting of easements is included in this scope of work.

Task 2.3. Supplemental Topographic Surveys

Mark Thomas will conduct topographic surveys to supplement existing topographic data provided by Ben-en and conducted by Unico. Mark Thomas will verify the provided topographic survey by collecting a sample of spot shots within the provided topographic area but assumes the topographic data provided is accurate and suitable for design and takes no liability for errors or inaccuracies in the provided topo data. If any conflicts are discovered, the design team will be notified, and a path forward will be discussed. Mark Thomas will use existing provided datum and project control.

Supplemental topographic survey will be conducted along Oro Dam Blvd. (Hwy 162) between Hwy 70 southbound ramps and Feather River Blvd. also along Olive Hwy between Lower Wyandotte Rd. and Foothill Blvd. including approximately 430 LF along Lower Wyandotte Rd., and approximately 100 LF along Lincoln St. in the City of Oroville, California.

Topographic surveys will be performed using a combination of standard cross-sectioning techniques, intermediate survey ties, break lines and spot elevations using conventional total station methods, GPS and terrestrial scanning within the project limits to generate a digital terrain model (DTM).

Surveys will be conducted in areas described above designated as the following design improvements:

- 10' Multi-use Pathway (Approx. 760 LF)
- Sidewalk Gap Closure (Approx. 3750 LF)

Surveys will be limited to existing fence line or approximate right of way, and edge of traveled way. Data collected will include back of walk, curb and gutter, edge of pavement, edge of traveled way, above ground surface visible utilities. No underground facility locating is included for this scope of work. No crown of road is included in this scope. Up to one additional shot per cross section will be collected within the roadway to produce roadway cross slopes.

Task 2.4. Orthoimagery

Mark Thomas will coordinate with subconsultant Quantum Spatial (QSI) to establish flight control for Digital Orthophotography. QSI will adjust flight parameters to collect imagery with a native pixel size (ground sample distance) to meet 3" (7.5 cm) pixel resolution. Overall flight tolerances will be set to industry standards to support engineering accuracies and orthophotography specifications for design, utilizing the most nadir portion of each image to minimize lean effects inherent with photography. Photos will be collected during peak sun angles for the day (sun angle of $\geq 30^\circ$), under clear conditions with no clouds or cloud shadows. Images will be clipped to the approximately 300 feet past the existing edge of pavement (both sides of road) within the project limits. It is assumed set flight markers will not be required to go through Caltrans review.

Task 2.5. Utility Mapping

Mark Thomas will perform research at the City, County, State, utility companies and other agencies to obtain as-builts and record maps of the project limits. This includes preparation and mailing of the Utility "A" letter upon City approval. Mark Thomas will obtain utility mapping from utility companies and develop a utility base map. A Utility Matrix will be created to track discussions and data received from utility agencies.

Mark Thomas, with City staff, will perform a walking audit prior to concept development and 30% plans to identify anticipated ADA upgrades at intersections and driveways along the corridor. This effort will define the limits of ADA improvements to be included in the final design plans.

TASK 2 DELIVERABLES:

- AutoCAD C3D file with planimetric and DTM
- Topographic Survey point file in ASCII (PNEZD) format
- AutoCAD C3D file with Right of Way lines
- 4-band Color Orthophotos, tiled, TIF/TFW format fixed to CCS83, Zone 2.
- Utility Base Mapping

TASK 3. ENVIRONMENTAL STUDIES AND DOCUMENTATION

Task 3.1. Preliminary Environmental Study (PES)

At project initiation, GPA will work closely with the design team and the City to define a project description and delineate a project study area sufficient to support the completion of the Preliminary Environmental Study (PES) form. The project description will identify the project purpose and need, project objectives, project components, project location, and timing of the project. GPA will perform a review of available information to ensure that all pertinent information related to the existing site is considered.

Once all the necessary information is gathered and reviewed, GPA will prepare a PES Form and provide it to the City for their submittal to Caltrans. It is anticipated that Caltrans will require a field review of the project site during the PES process, which GPA will attend.

Task 3.2. NEPA Technical Studies

The following technical studies are anticipated to be required from Caltrans through the NEPA process. If Caltrans identifies the need for preparation of additional technical studies as part of the PES and/or Caltrans review process, GPA will complete these studies under a separate scope of work.

Task 3.2.1. Visual Impact Assessment Technical Memorandum

GPA assumes that the project will have negligible impacts on visual resources and that a Visual Impact Assessment (VIA) Technical Memorandum will be the appropriate level of documentation to support the NEPA analysis. The VIA Memo will be prepared in accordance with the Caltrans SER. The memo will describe the existing visual setting and analyze visual impacts resulting from the project. GPA will summarize the results of the analysis in a technical memorandum that will outline the existing setting, project impacts, and recommended minimization measures, if necessary. GPA assumes that visual simulations will not be required for the project.

Task 3.2.2. Temporary Occupancy Memo (Section 4f)

As the project includes the addition of a bicycle path to connect to an existing path, if required by Caltrans, a Section 4(f) Temporary Occupancy Technical Memorandum (for signature by the Parks Department, or whichever local agency maintains the bike path) would be required in order to document that the project would not adversely affect the existing bike path. GPA will draft the required notification for the Parks Department as well as a template letter for signature. Caltrans District 3 will contact the Parks Department in order to obtain concurrence.

Task 3.2.3. Initial Site Assessment

Crawford & Associates, Inc. (CAInc) will provide an Initial Site Assessment (ISA) to evaluate the project corridor and adjacent properties for evidence of recognized environmental conditions (RECs) and/or potential RECs that may significantly impact the project. Crawford & Associates will coordinate and obtain the following permits necessary to complete our field work: City Encroachment Permit. We assume that the City of Oroville will waive their encroachment permit fee.

Task 3.2.4. Location Hydraulic Study Form and Summary Floodplain Encroachment Report

Preliminary research has identified that a portion of the project (i.e., the bicycle path connection) would be located within a 100-year flood zone and is also within a Central Valley Flood Protection Board "Designated Floodway". Because of this, it is anticipated that a Location Hydraulic Study (LHS) and Summary Floodplain Encroachment Report (SFER) would be required for the project. As part of the GPA Team, Avila and Associates will provide services to complete an LHS and SFER for the proposed project in accordance with 23 CFR 650.113. The GPA team will transmit the draft reports to Caltrans on behalf of the City, respond to one round of Caltrans comments, and coordinate with Caltrans to obtain Caltrans approval and signatures on the final reports.

Task 3.3. Notice of Exemption/Categorical Exemption

It is assumed that the project would qualify as categorically exempt from CEQA under either CEQA Guidelines Section 15301: Existing Facilities or Section 15304 Minor Alterations to Land. GPA will prepare a Notice of Exemption (NOE) for the City's use in documenting the categorical exemption after project approval. The NOE will include all elements as required pursuant to CEQA Guidelines Section 15062 and will include supporting documentation demonstrating the project's compliance with the requirements of a CEQA CE. GPA assumes that the City will file the NOE with the Butte County Clerk's Office and pay applicable fees. GPA will file the NOE with the California State Clearinghouse.

TASK 3 DELIVERABLES:

- One (1) electronic copy and two (2) hard copies of the PES.
- One electronic copy and up to one hard copy will be provided of the Visual Impact Assessment Technical Memorandum.
- One electronic copy and one hard copy of the Section 4(f) Temporary Occupancy Technical Memorandum
- Draft and Final Initial Site Assessment (ISA)
- One (1) electronic copy and two (2) hard copies of the LHS and SFER
- One (1) electronic copy of the Notice of Exemption and supporting documentation for City's use in filing with the Butte County Clerk's Office. One (1) electronic copy of the Notice of Exemption filed with the California State Clearinghouse.



TASK 4. PUBLIC AND STAKEHOLDER OUTREACH

Mark Thomas and AIM will assist the City with the public outreach associated with the project.

Task 4.1. Stakeholder Database and Outreach Management

AIM will provide strategic advice and counsel, review study materials and reports, and monitor team communications. In addition, AIM will attend a project kick-off meeting in person and up to four regular Project Design Team (PDT) meetings by phone. AIM will develop and maintain a stakeholder database throughout the project's duration. This database will include stakeholder name, contact information as well as the preferred method of contact and potential key concerns and/or areas of study interest. AIM will work with the City and other consultants on the team to further identify key stakeholders.

Task 4.2. Public Workshops (2)

AIM will facilitate, plan, and coordinate two public workshops throughout the project's duration. AIM will secure the workshop venues, which will be located in and near the project area, develop a run of show for the workshops, and provide all workshop supplies. In coordination with the City and design team, AIM will design and develop informational materials to present and obtain input on proposed active transportation improvements. These materials may include but are not limited to board displays, fact sheets, comment cards, and sign-in sheets. Attendees will be asked to sign in and provide their contact information and will be added to the notification distribution list. AIM will record all comments and questions from the workshop and take photographs. AIM will then provide the City and project team with a comprehensive summary of the workshops.

AIM will develop and implement a comprehensive notification plan to ensure each public workshop is well-advertised by partnering with key stakeholders including local schools and businesses. AIM will also coordinate with the City and their existing communication channels to disseminate information and ensure that the community is informed throughout the study's duration. AIM will design and develop notification materials which may include but are not limited to electronic flyers and posters, social media content, and webpage updates.

Task 4.3. Property Owner Coordination Meetings

AIM will plan and coordinate up to six (6) focus group meetings with adjacent property owners nearby the project area. The focus group meetings will take place early on in the project process and provide an opportunity for the City and design team to introduce the project and discuss access points, driveway locations, and potential opportunities and challenges as they relate to proposed active transportation improvements in the area. AIM plans to schedule the focus group meetings over the course of several days.

AIM will schedule and coordinate the meeting venues, which will be located in and near the project area and provide a meeting supplies checklist for the City to use. In coordination with the City and project team, AIM will design and develop an agenda, facilitation plan, and informational project fact sheet for the City to use at the meetings. The City and Mark Thomas will be responsible for attending and facilitating the meetings, as well as providing all printed materials, equipment, and supplies.

Task 4.4. City Council Presentations

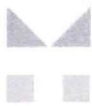
Mark Thomas, along with the City of Oroville, will coordinate and prepare a presentation to the City Council. This task includes time to prepare presentation and any visual aids needed for meeting.

TASK 5. UTILITY COORDINATION

Task 5.1. Prepare Conflict Mapping

Mark Thomas will build on the coordination performed in Task 2.3, which includes:

- Utility “B” Letter – Maps showing the utility mapping and the proposed improvements will be sent to the utility companies for verification.
- Utility “C” Letter – Final plans along with a letter will be sent to the utility companies showing the existing utilities and the final design.



Task 5.2. Utility Coordination Meetings

Based on utility conflict mapping, Mark Thomas will coordinate meetings with utility owners to determine the correct conflict resolution. Utilities along the corridor consist of overhead joint utility poles, underground gas, water, and storm drains. We will work with the utility owner to determine liability and time frame on relocations.

Task 5.3. Prepare Caltrans LAPM Utility Certification Documentation

In order for the City to obtain their right of way certification for their E76, they must complete the Caltrans LAPM Utility Coordination Process, and all forms associated with it. Mark Thomas will complete the Notice to Owner, Report of Investigation, and any Utility Agreements needed for all utilities within the limits of the project corridor. Mark Thomas will coordinate this utility package with Caltrans and ensure that everything is included that is needed to receive a signed right of way certification before bidding.

TASK 5 DELIVERABLES:

- Utility "B" Letters
- Utility "C" Letters
- Notice to Owner (14-D)
- Report of Investigation (14-E)
- Utility Agreements (14-F), if required for any relocations

TASK 6. PLANS, SPECIFICATIONS AND ESTIMATE

Task 6.1. Preliminary Design

We will prepare preliminary (30%) concept plans for the Project based on Caltrans and City standards and guidelines. The concept plans will include review of design features (such as lane widths, bike lane locations, buffer widths, sidewalk gap closures, mid-block crossing treatments, intersection modifications, and preferred trail alignments) and will be shared with the City for feedback. Refinements will be made during the PS&E task. Plan sheets will be prepared at 1"=40'.

Task 6.1.1 Storm Water Data Report

Mark Thomas will prepare a Storm Water Data Report summarizing the Project impacts to water quality, general minimization measures, and recommended best management practices (BMPs). The report will address only the impacts from the roadway improvements, and will utilize current Caltrans standard checklists.

Task 6.1.2 Roadway Drainage Memo

Mark Thomas will prepare a Roadway Drainage Memo that will summarize the findings from the Storm Water Data Report and provide recommended drainage inlet spacing and spreadwidth calcs for the Project.

TASK 6 DELIVERABLES:

- 30% Concept Plans
- Storm Water Data Report
- Roadway Drainage Memo

Task 6.2. 65% PS&E

Mark Thomas team will build upon the 30% plans and prepare draft construction documents for the Project using Caltrans and City standards and guidelines. The PS&E package will be submitted to the City for review. The plans will include the following sheets:

| DESCRIPTION | SCALE | SHEET COUNT |
|------------------------------------------|--------|-------------|
| Title Sheet | n/a | 1 |
| Typical Cross Sections | n/a | 2 |
| Key Map and Control | n/a | 1 |
| Project Control | n/a | 1 |
| Layouts | 1"=40' | 13 |
| Temporary Water Pollution Control | 1"=40' | 13 |
| Construction Details | Varies | 4 |
| Drainage and Utility Plans | 1"=40' | 13 |
| Drainage and Utility Profiles | 1"=10' | 4 |
| Drainage and Utility Details | Varies | 4 |
| Traffic Handling Plans | 1"=10' | 13 |
| Traffic Handling Quantities | n/a | 1 |
| Signing and Striping Plans | 1"=40' | 13 |
| Signing and Striping Quantities | n/a | 1 |
| Summary of Quantities | n/a | 1 |
| Electrical Plans, Quantities and Details | Varies | 8 |
| Total Roadway Sheets | | 93 |

Task 6.3. 95% PS&E

Following the 65% PS&E submittal, the Mark Thomas team will revise the plans based on comments from the City and Caltrans. Mark Thomas will prepare the contract documents using the City’s standard boilerplate. This task will include the effort needed to obtain final design approval and produce the final construction documents.

Task 6.4. 100% PS&E

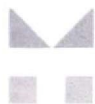
Following the 95% PS&E submittal, the Mark Thomas team will revise the plans based on comments from the City and Caltrans. Final plans, specifications, and estimate will be produced for bidding purposes.

Task 6.5. Request for Authorization Package

Mark Thomas will prepare/complete Caltrans local assistance procedure form 3-D, Request for Authorization to Proceed with Construction. Additional local assistance forms required as a part of form 3-D will also be completed and combined for the project to create the RFA Package to submit to Caltrans. The City will assist Mark Thomas in providing information needed to complete the forms.

TASK 6 DELIVERABLES:

- Preliminary Concept Plans (30%) - Full Size PDF's or Hard Copies as Needed
- Plans (65%, 95%, 100% Submittals) – Full Size PDF's or Hard Copies as Needed
- Special Provisions (95% and 100%) – MS Word
- Construction Cost Estimate (60%, 95%, and 100%) – MS Excel
- Request for Authorization for Construction Package (all required forms)



TASK 7. PERMITTING

Task 7.1. Permits to Enter and Construct

It is anticipated that Permits to Enter and Construct (PTE's) will be required along the project corridor. From previous project experience, sidewalk gap closures usually require driveway reconstruction in order to tie into adjacent properties. Mark Thomas will require PTE's to enter parcels outside the right of way in order to construct new project improvements. Mark Thomas will support the City in acquiring signed PTE's by providing exhibits and letters for the City to send.

Task 7.2. Caltrans Encroachment Permit(PEER)

Mark Thomas will prepare a PEER document for project approval of the improvements along the SR 162 corridor. It is assumed that one (1) round of plan review will be needed to have the PEER document approved.

Task 7.3. CPUC Coordination

The SR 162 corridor has a grade separated crossing with Union Pacific Rail Road (UPRR) between Veatch Street and Lincoln Street, where SR 162 crosses underneath the rail line. Any modifications do the existing lane widths and striping (including adding bike lanes) will require coordination with the California Public Utilities Commission (CPUC) and UPRR. Modifications will require an approval using the GO 88-B Request Form. Mark Thomas will create exhibits and coordinate with CPUC and UPRR on the project and will obtain a signed Request Form for the crossing modifications.

Task 7.4. CVFPB Encroachment Permit

According to information provided by the CVFPB and its staff, the Feather River is a Designated Floodway (DF) that has been adopted by the CVFPB, without a federal levee. Encroachments within 300 feet of a DF require a CVFPB Encroachment Permit. Construction of bicycle/pedestrian trails from SR 162 to existing trails in Riverbend Park may require a CVFPB Encroachment Permit. To support acquisition of an Encroachment Permit, GPA will an application package for submittal to CVFPB, which would include:

- 3615 Form – Application for a Central Valley Flood Protection Board Encroachment Permit;
- 3615a Form – Environmental Assessment Questionnaire for Applications for Central Valley Flood Protection Board Encroachment Permits;
- Regional and Vicinity Maps;
- Photos of project site;
- CEQA documentation.

Following submittal of the Application Package, GPA will coordinate with CVFPB to respond to questions and support their issuance of the Encroachment Permit. It is anticipated that issuance of the Encroachment Permit would take up to one year from the time that the Application Package was submitted to CVFPB.

TASK 7 DELIVERABLES:

- Property Impact Exhibits/Signed Permit to Enter and Construct
- GO-88B Application
- Caltrans Encroachment Permit (PEER Process)
- CVFPB Encroachment Permit Application

TASK 8. BIDDING AND CONSTRUCTION ASSISTANCE

Task 8.1. Bidding Assistance

We will provide assistance to the City during the bidding process of the project. Work may include answering bid inquiries from prospective bidders, attending pre-bid meetings, and preparing addenda to the PS&E documents during the advertisement period. Mark Thomas has provided a “budget” amount to be used on a time and materials basis as requested by the City. Any time spent beyond this budget will require a contract amendment.

Task 8.2. Construction Assistance

We will provide assistance to the City during construction of the project. The work may include responding to Requests for Information (RFIs) by the contractor, providing consultation and interpretation of the contract documents, preparing Contract Change Orders (CCOs), reviewing shop drawings, and attending construction meetings and field visits. Mark Thomas has provided a “budget” amount to be used on a time and materials basis as requested by the City. Any time spent beyond this budget will require a contract amendment.

Task 8.3. As-Built Drawings

Upon completion of construction and during project closeout, Mark Thomas will prepare record drawings from a redlined set (provided by the City) documenting revisions to the final conformed bid set for City records.

TASK 8 DELIVERABLES:

- Record Drawings (As-Built) in Electronic Format

OPTIONAL TASKS

Optional Task 6.2.1 Signal Modification at SR 162/Feather River Blvd

Y&C will obtain electronic base plans and as-built signal plan for the Oro Dam Blvd (SR 162)/Feather River Blvd intersection from Mark Thomas and verify them in the field. Based on the obtained information, Y&C will prepare 65%, 95%, and 100% traffic signal modification plans, specifications, and cost estimates (PS&E) for the SR 162/Feather River Blvd intersection, which will reflect widening on the southwest corner to add an eastbound RT lane.

Optional Task 6.2.2 Signal Modifications for Upgrading Detection Loops, APS's, and Push Buttons

Y&C will obtain electronic base plans and as-built signal plan for the following intersection from Mark Thomas and verify them in the field:

- SR 70 SB Off-ramp/SR 162 (Oro Dam Road)
- SR 70 NB Off-ramp/SR 162
- SR 162/5th Street
- SR 162/Veatch Street
- SR 162/Lincoln Street
- SR 162/Meyer Street
- SR 162/Washington Ave-Olive Hwy
- Oro Dam Rod/Oroville Quincy Hwy
- Olive Hwy (SR 162)/Medical Center Drive
- Olive Hwy/Lower Wyandotte Rd



- Olive Hwy/Foothill Blvd

Based on the obtained information, Y&C will prepare 65%, 95%, and 100% traffic signal modification plans, specifications, and cost estimates (PS&E) for these intersections. The signal modifications will include installation of Type D detector loops for bike lanes and vehicle lanes to pick up bike detection (or using video detection system if approved by Caltrans), upgrade pedestrian pushbutton assemblies (PBA) to accessible pedestrian signals (APS), upgrade pedestrian signal heads to “count-down” type, and re-install PBA posts/conduits/pull boxes due to construction of curb ramps. It is assumed that all existing major mastarm signal poles will remain.

ASSUMPTIONS AND EXCLUSIONS

- PTE'S Will be letters only. Mark Thomas will not negotiate or discussion compensation.
- Potholing may be required to install new drainage facilities for the project. It is assumed that Mark Thomas can prepare utility base mapping and determine the need for potholing at a later date.
- As-builts will be provided by City/Caltrans.
- PEER Project Approval. A Project Report is not assumed at this time.
- No SWPPP/SMARTS Support needed from Mark Thomas
- Design Files for BTA Project Provided by City.
- The City will be responsible for securing the workshop venues, including obtaining insurance certificates.
- The City will responsible for printing and distributing all notification materials such as fliers and posters, as well as posting social media updates to the City's existing communication channels.
- No hydraulic modeling will be completed as part of the proposed project.
- No insurable structures will be impacted by the proposed project.
- Assume that the project will not cause a significant encroachment into the floodplain or a change in the water surface elevation. No FEMA coordination, or Conditional Letter of Map Revision (CLOMR) will be required.
- No Central Valley Flood Protection Board (CVFPB) coordination will be required.
- Avila will complete and sign the forms for items 3, 4, 5, 7 and 9 of the Location Hydraulic Study Report. Others will sign 1, 2, 6 and 8.
- The project area is outside of a federal levee and authorization from U.S. Army Corps of Engineers 408 Division would not be required. The Encroachment Permit would be processed and approved under CVFPB's Executive Officer Delegation and would not require full Board hearing and approval. Hydrology and Hydraulic Analysis would not be required. If a Local Maintaining Agency (LMA) has jurisdiction over the project site, the LMA would endorse the encroachment without conditions.
- Phase 2 ADL testing is not included in this scope. This item will be revisited upon completion of the ISA.
- No title reports will be required.
- No traffic control required for topographic surveys.
- No boundary resolution is included with this scope



CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: MATT THOMPSON, PE, ACTING CITY ENGINEER, PUBLIC WORKS DEPARTMENT

RE: PAVEMENT REHABILITATION LIST FOR SUBMITTAL TO CALIFORNIA TRANSPORTATION COMMISSION (CTC) FOR FUNDING COMPLIANCE

DATE: JUNE 21, 2022

SUMMARY

The Council may consider adopting the attached resolution and authorize the City Engineer and Financial Director to submit a list of prioritized roads and streets for rehabilitation to the CTC for compliance with CTC guidelines. The CTC requires the submittal for the City to be eligible for additional funding under Senate Bill 1 (SB 1) and Assembly Bill 135 (AB 135).

DISCUSSION

The Road Repair and Accountability Act of 2017 (SB1 Beall) includes a substantial boost in Local Streets and Roads Funding over the Highway Users Tax Account allocations that cities and counties have been receiving. The Act establishes a new Road Maintenance and Rehabilitation Account (RMRA) in the state treasury and allocates amounts to cities and counties from that account based on statutory formulas.

The Road Repair and Accountability Act contains a local agency maintenance of effort (MOE) requirement that applies to funds allocated through the RMRA. The Act states that the MOE requirement is to ensure that these new roads funds do not supplant existing levels of city and county general revenue spending on streets and roads. The MOE for the receipt of RMRA funds state that a city or county must maintain general fund spending for street, road, and highway purposes at no less than average of 2009–10, 2010–11, and 2011–12 years. In making this calculation certain one-time funds may be excluded. A city or county that fails to comply in a particular year may make it up with in additional expenditures in the following year.

The Act provides that the State Controller may perform audits to ensure compliance with these MOE rules. If the State Controller determines that a city or county has not met it's MOE, the agency will be required to reimburse the state for the funds it received during that fiscal year. However, a city or county that fails to comply in a particular fiscal

year may expend during that fiscal year and the following fiscal year a total amount that is sufficient to comply. Any funds withheld or returned as a result of a failure to comply will be reapportioned to the other counties and cities whose expenditures are in compliance.

In order to maintain compliance with state requirements and assure that the City of Oroville continues to receive its share of funding, City Staff must submit our prioritized list of roads and streets for rehabilitation and repair. The CTC does not “approve” or “deny” project lists, they simply gather the cities’ project lists into a state database for transparency and accountability purposes.

FISCAL IMPACT

Project Design, Construction, and Construction Management is funded by a combination of Local Transportation Fund and RMRA Funds from SB-1. Adoption of resolution will have no immediate impact to the City’s local transportation fund or general fund. However, submittal of list to CTC will assure future allocations of funding from the State to the City for road repair and rehabilitation. Preliminary construction cost estimate of the 2022-2023 road list is \$2,650,000.

RECOMMENDATION

Adopt Resolution No. 9064- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

ATTACHMENTS

A – Resolution incorporating the 2022-2023 Projects List into the City Budget utilizing SB-1 Funds

B- Rehabilitation List of 2022-2023 Streets and Roads

RESOLUTION NO. 9064**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SB 1:
THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the adopted list of projects can be revised by the City at any time to address changing priorities in the street and road maintenance and safety needs; and

WHEREAS, the City, will receive an estimated \$373,448.00 in RMRA funding in Fiscal Year 2022-23 from SB 1; and

WHEREAS, this is the fourth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate various streets/roads, add active transportation infrastructure throughout the City.

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk/poor" condition and the funding from SB 1 will help the City maintain and rehabilitate a portion of the streets throughout the City.

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, IT IS RESOLVED:

The City of Oroville adopts the attached list of projects in Attachment A, for the fiscal year 2022-23 funded by SB 1: The Road Repair and Accountability Act of 2017.

I HEREBY CERTIFY that the foregoing resolution was duly passed and adopted by the City Council of the City of Oroville at a regular meeting thereof, held on the 21st day of June 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

APPROVE:

Jackie Glover, Assistant City Clerk

Chuck Reynolds, Mayor

| City of Oroville | | | |
|------------------------------------------------------|--------------------------------|-------------------|-----------------------------|
| Proposed Street Maintenance Projects FY 22-23 | | | |
| Work | Street | From | To |
| | Ophir Rd. | Marysville Bagget | Kusel |
| | Washington Ave. | RxR Bridge | Oro Dam Blvd. |
| | Roundabout | Montgomery | Table Mtn. Blvd. |
| | Linden Ave | Orange | Montgomery |
| | 5th Ave | Oro Dam Blvd. | Feather River Blvd. (levee) |
| | Lower Wyandotte Rd. | Wyandotte Ave. | V7 Road |
| | Mitchell Ave. | | |
| | Stanford Avenue School Parking | | |
| | Upper Municipal Parking Lot | | |
| Slurry | Street | From | To |
| | Historic Downtown Oroville | | |
| Striping | Street | From | To |
| | Oroville Dam Boulevard | | Oak Park |
| Slope Repair | Street | From | To |
| | Oroville Dam Boulevard E. | | |
| | Ophir | | |
| Reconstruct | Street | From | To |
| | Nelson | SB Ramps | |
| | | | Attachment A |



**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS
FROM: RON BELSER, DIRECTOR OF CODE ENFORCEMENT
**RE: REQUEST FOR PROPOSAL FOR ABANDONED VEHICLE
ABATEMENT TOWING SERVICE**
DATE: JUNE 21, 2022

SUMMARY

The Council will consider releasing a request for proposal for Abandoned Vehicle Abatement (AVA) towing services within the incorporated areas of the City of Oroville.

DISCUSSION

The City of Oroville, as a jurisdictional member of Butte County Abandoned Vehicle Abatement (AVA) Program Service Authority encompassing only those areas within the City limits of Oroville, began towing abandoned vehicles in December 2003.

Funds for the AVA Program are generated from a \$1 dollar registration fee collected by the State of California. Each quarter, after the State takes out their administrative fee, the registration funds are sent to the County Abandoned Vehicle Abatement Joint Powers Authority for distribution to the participated jurisdictions (Biggs, Chico, Gridley, Oroville, Paradise, and Butte County). The County receives an administrative fee for staff support (Development Services, County Council, and Auditor’s Office) to the County Abandoned Vehicle Abatement Joint Powers Authority Program (all jurisdictions) and the remaining funds are divided in half. One-half of the funds are paid to each jurisdiction solely based on their percentage population. The remaining half of the funds are paid to each jurisdiction based upon the number of tows. AVA funds are intended to help jurisdictions recover the costs of the Program. Eligible costs include staff time and expenses related to the Program.

Currently there are five (5) towing companies on a rotational list that the Code

Enforcement Division and Police Department contact to tow abandoned vehicles that qualify for the AVA Program. Having five (5) towing companies on a rotational list it is very intensive on staff time due to trying to contact five (5) different companies, trying to consistently collect required documents and forms from different towing companies, billing for five (5) different companies, etc. Having a single towing company for the AVA Program will help provide an efficient code enforcement process and help improve enforcement related to the AVA Program.

If approved this request for proposal will be advertised in a local publication. The RFP was also posted on the city website and the complete RFP packet was hand delivered to all local towing companies.

The towing company will provide towing and cleanup services for standard vehicles, oversize vehicles, travel trailers, motor homes, and large parts (engines, transmissions, etc) related to the AVA Ordinance.

FISCAL IMPACT

None currently

RECOMMENDATIONS

Authorize staff to release the Request for Proposal for Abandoned Vehicle Abatement Towing Services

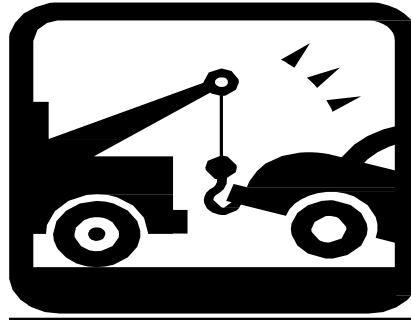
ATTACHMENTS

A – AVA request for proposal

**CITY OF OROVILLE REQUEST FOR
PROPOSALS (RFP)**

***City of Oroville (Jurisdictional) Abandoned
Vehicle Abatement Towing Services***

(Only includes the area within the City limits)



**DUE DATE: June 7, 2022 at 5:00PM (See
Page 8 for submission requirements)**

Please submit questions to Officer Ron Belser, City of Oroville
530.538.2498 or rbelser@cityoforoville.org

***City of Oroville
Code Enforcement Department
1735 Montgomery
Street
Oroville, CA 95965
(530) 538-2498
FAX (530) 538-2426***

**May
2022**

INTRODUCTION

The City of Oroville is seeking a firm to provide City-wide towing services for the Abandoned Vehicle Abatement and Nuisance Abatement programs, and the occasional towing of Department vehicles as the need arises. The City at their option, *may* consider awarding contracts based upon the attached Abandoned Vehicle Abatement Towing Map.

The City intends to award a contract to a firm that shall meet our qualification criteria and has successfully performed services on similar projects in the past. The successful firm shall be required to enter into a contract with the City for the services requested in this RFP within a reasonable time after award. A firm submitting a proposal must be prepared to use the City's standard contract form rather than its own contract form. The contract shall include terms appropriate for this project. Generally, the terms of the contract shall include, but are not limited to: (1) completion of the project within the timeframe provided; (2) no additional work authorized without prior approval; (3) no payment without prior approval; (4) funding availability; (5) termination of contract under certain conditions; (6) indemnification of the City; (7) approval by the City of any subcontractors; and (8) minimum appropriate insurance requirements. A Model Agreement is attached as Exhibit B to this RFP. The City intends to award a contract substantially in the form of the Model Agreement to the selected contractor (s).

BACKGROUND

The City as a *jurisdictional* member of the Butte County Abandoned Vehicle Abatement (AVA) Program Service Authority encompassing the incorporated areas of the City Limits of Oroville in Butte City began towing abandoned vehicles in December 2003.

Funds for the AVA program are generated from a one dollar registration fee collected by the State of California. Each quarter, after the State takes out their administrative fee, the registration funds are sent to the Butte County Abandoned Vehicle Abatement Joint Powers Authority for distribution to the participating jurisdictions (Biggs, Chico, Gridley, Oroville, Paradise and Butte City). The City receives an administrative fee for staff support (Development Services, Butte County Counsel, and Auditor's Office) to the Butte County Abandoned Vehicle Abatement Joint Powers Authority program (all jurisdictions) and the remaining funds are divided in half. One half of the funds are paid to each jurisdiction solely based upon their percentage of population. The remaining half of the funds are paid to each jurisdiction based upon the number of tows.

Tow companies in good standing on California Highway Patrol (CHP) Tow Service Agreement (TSA) rotation were eligible to enter into an Agreement with the City of Oroville for towing abandoned vehicles at the direction of the City of Oroville Code Enforcement Department, Oroville Police Department (OPD), and Municipal Law Enforcement Officers (MLE) or Code Enforcement Officers.

Tow rates were initially established with input from tow companies and licensed Dismantlers, other jurisdictions, and City staff. Charges for towing "over-sized" vehicles were established by a bid process involving those tow companies equipped and willing to tow larger vehicles.

AVA funds are intended to help jurisdictions cover the costs of the program. Eligible costs include staff time and expenses related to the program. Initially the City of Oroville (jurisdiction), invested in making the program a success, towed a large number of vehicles (which gave us a larger portion of each quarter's funding), and used the funding to pay for those tows. Increased costs of towing "over-sized" vehicles, along with the continued volume of tows eventually exceeded the City of Oroville AVA funding and the City committed additional funds, to continue towing. AVA funding was not available then to cover the hours of time put in by the code enforcement department, administrative staff, or AVA-related expenses – which was absorbed by the City of Oroville.

The time commitment to the AVA program by the Department is significant. Resources devoted to this program which have the potential of being compensated for by AVA funds, reduce the time available to spend on other equally important efforts that do not have the same level of funding resources. It is intended that via this RFP we find the most cost-effective way to deliver tow services and optimize funding resources.

We expect the successful bidder to this RFP to begin work on July 5, 2022, or sooner, upon full execution of an agreement with the City of Oroville.

SCOPE OF SERVICES

Overview. The *incorporated* portion of the City Limits within the County of Butte is the area covered by this RFP. The attached Abandoned Vehicle Abatement Towing Map shows boundaries.

1. **California Highway Patrol Rotation List and Tow Service Agreement.** Towing firms shall:
 - maintain membership in good standing on one or more of the California Highway Patrol (CHP) rotation lists for City of Oroville (City) (at City's option, the City may consider tow companies, dismantlers and licensed scrap dealers in good standing on CHP rotation lists in other than the City of Oroville.
 - be currently in compliance, and maintain that status, with all conditions, meeting all requirements and consistently following all protocols set forth in the current Department of California Highway Patrol Tow Service Agreement;
 - apply and follow these standards as respects to services provided for the City; and notify City immediately of any disciplinary actions resulting in letters of written reprimand, suspensions or termination of their CHP Tow Service Agreement.
 - only use those tow vehicles authorized/inspected as part of CHP rotation.

Failure to apply the above-referenced standards, maintain good standing, or to notify City of any disciplinary action, shall be immediate cause for cancellation of any subsequent towing agreement entered into with City of Oroville, at the sole discretion of the City of Oroville.

Should failure to maintain good standing, impact the City of Oroville in their ability provide towing services for the Abandoned Vehicle Abatement program, either programmatically or fiscally, City of Oroville may hold contractor liable for damages and seek restitution for breach of the agreement. Such restitution may be in the form of withholding payment for services provided. In no case shall the City be liable to pay for services provided while a tow company is on suspension or terminated from the CHP program.

2. Response Time of Abatement Services. This is a critical element of the Abandoned Vehicle Abatement program and one that shall be given due consideration in reviewing responses. Interested firms must be able to respond to single and/or multiple removals at any given time. The City reserves the right to authorize a time extension to towing firms for vehicle removal and recovery services.

- **“Priority” Tows.** Tow services for vehicles that impact Health and Safety due to their location and/or condition require the quickest response time. For reference purposes, these shall be referred to as “priority” tows.
- **“Scheduled” Tows.** Other tows, not as critical in nature, may be able to be “Scheduled”, perhaps on certain days for certain areas, or on a case-by-case basis.

Firms shall be asked to provide both response times for “priority” tows and “scheduled” tows.

The City of Oroville reserves the right to make multiple awards and/or purchase subsequent services on the open market if necessary, to provide for timely removal of vehicles in the event contracted towing firm(s) fail to perform within the required frame. In such instances, the City of Oroville shall have the right to deduct from any monies due, or that may after become due, to the contracted firm(s) the difference between the price named in the contract and the actual cost thereof to the City.

3. Volume Capacity of Abatement Services. Interested firms must be able to respond to single and/or multiple removals at any given time. The volume of vehicles that can be towed in any one day, is another critical element considered in the review of responses. This is especially true with regards to removal of vehicles from private properties which are performed under the Nuisance Abatement program and require removal with a specified time.

Firms which possess multiple car carriers are anticipated to offer better prices than a firm with limited ability to tow multiple vehicles from one site, within the span of time available.

4. Storage Facilities. In addition to meeting the requirements for storage facilities contained in the CHP Tow Services Agreement, storage facilities must be in compliance with zoning regulations. Another critical element of consideration in review of proposals is the overall storage capacity (how many vehicles can be stored at any one time) and the efficiency of the firm to maintain sufficient storage capacity to accommodate the volume of vehicles towed for the City of Oroville, by appropriate and timely removal/disposal of stored vehicles.

5. On-Site Inspections. On-site inspections may be performed by the City of Oroville to ascertain that recordkeeping, facilities and equipment are in accordance with the

requirements and intentions of the specifications. Towing firms shall allow inspections of upon request by the City of Oroville during normal business hours.

Item 5.

- 6. Rules and Regulations of the Abandoned Vehicle Program.** Knowledge of and compliance with regulations regarding the disposition of abandoned vehicles is mandatory. Vehicles removed by the towing firm(s) pursuant to Sections 22523, 22661, 22669 and 22851.3 of the California Vehicle Code shall be transported to the storage facility provided by the towing firm and stored for a designated 15-day period before disposal. At the conclusion of the storage period, with required DMV forms completed by the towing firm(s), the towing firm(s) may dispose of the vehicle. Abated vehicles or parts thereof shall not be reconstructed or made operable unless the vehicle qualifies for restoration pursuant to Section 5004 of the Vehicle Code. Abandoned vehicles shall be disposed of by removal to a dismantler or to a scrap yard for processing as scrap. Vehicles towed under the Abandoned Vehicle Abatement program for which junk slips are not obtainable due to their value being over the designated monetary value for junked vehicles may be sold via lien sale. You may look up Vehicle Code and Government Codes at <http://www.leginfo.ca.gov/calaw.html>.
- 7. Invoicing and Recordkeeping.** Firms awarded contracts shall be expected to demonstrate good recordkeeping practices. The City Of Oroville shall be entitled to audit the books and records of the towing firm. Such books or records shall be maintained by the towing firms for a period of two years from the date of the final payment or until an audit is completed. Review of records and recordkeeping practices, at the towing firm's place of business, may be performed at the request of the City, by giving 24 hours advance notice.
- **Invoices** shall be submitted in a manner acceptable to the City and in a timely manner. Diligence shall be required in obtaining signed junk slips as soon as possible after the 15 day storage. Invoices are required to be submitted within 10 days of obtaining the signed junk slip. Invoices with junk slips dated over 10 days from submission of the invoice are considered late and **late invoices shall not be honored.**
 - **"180" Form Accountability.** Towing firms must account for all "180" forms. "180s" are issued sequentially with a code indicating the date and Code Enforcement Officer. All "180" forms shall be accounted for, either by the submission of timely invoices and accompanying junk slips, or by indicating the status as being reclaimed "owner paid" (see below), or by indicating on a copy of the "180" submitted with monthly invoices that the vehicle was over the monetary value for a junk sale and therefore was sold via lien. Missing "180" forms shall be cause for investigation, including a review of records.
 - **Owner Reclaiming Vehicles.** An owner of a towed abandoned vehicle, upon submission of required proof of ownership and current DMV registration, may reclaim their vehicle by paying the towing firm's reasonable prevailing towing and storage fees (storage fees shall not exceed the cost of seven days per Section 22554 of the Vehicle Code). The towing firm would include the "180" form along with submission of other invoices for that month with a note on the top of the form to indicating "owner paid". A copy of the receipt provided to the Owner of the vehicle, containing the owner's name, address, and phone number shall accompany the "180".

- **City Release of Vehicles.** Under unusual circumstances, the towing firm may release vehicles to the owner of the vehicle with a written release from the Code Enforcement Division. If the owner of the vehicle is to be charged reasonable fees, it shall be handled as stated above under “Owner Reclaiming Vehicles”. If the City has already been billed for the tow, the towing firm shall issue a credit to the City along with the submission of monthly invoices. If the towing firm is required by the City, in writing, to return the vehicle to the site from which it was towed in order to release the vehicle to the registered vehicle owner, the towing firm shall be entitled to charge the City the same towing charge (exclusive of any extra charges, storage charges, etc.) as the initial recovery towing (only) fee. However, if the towing firm is required to release the vehicle to the registered owner at its storage yard, the City shall not be charged any additional towing fees.
- **Towing Firm Liability for Exceeding Contract Maximum.** Towing firms are responsible for tracking services delivered against their contracted amounts and not exceeding those amounts. Providing services in excess of the contracted maximums in place at any given time shall be the risk of the towing firm(s).
- **Towing Firm Liability for Provision of Required Insurance Documents.** Towing firms are responsible for keeping up to date insurance information on file with City. Certificates of Insurance and endorsements to policies naming the City as additional insured shall be updated prior to expiration of previous documents on file. The City reserves the right to withhold payments to towing firms in the event of material non-compliance with the insurance requirements outlined above.

Standard Tows Defined. For purposes of this proposal, contractor shall consider bids to pertain to towing, storage, and recycling of all motorcycles, all passenger cars, all SUVs, all light and medium duty pickup trucks and all utility trailers up to 20 feet. These shall be considered “standard” tows. Miscellaneous parts and pieces of dismantled vehicles shall be handled as in current contracts, parts belonging to/missing from another a towed vehicle shall be considered as part of a vehicle’s towing charges, other parts that can be picked up manually (from different vehicles) shall be done so without additional charges. You shall be asked to provide your proposed charges for heavier parts requiring equipment to pick up, as part of your proposal, however a determination shall be made by Code Enforcement as to whether the combined quantity and effort to remove said parts shall be considered as a separate tow.

8. Towing and dismantling of vehicles beyond this description shall be considered “large” tows.

The City of Oroville reserves the right to authorize the towing firms to remove a “Standard Tow” vehicle as an “Extraordinary tow” vehicle when the City has determined that the vehicle became qualified as an “Extraordinary tow” after being tagged under the program. “Extraordinary tow” determination shall be at the sole discretion of Oroville Police Department or Code Enforcement Officer and may reflect unexpected difficulties encountered such as location of the vehicle making access difficult, etc.

Towing firm(s) shall remove abandoned vehicles from all types of properties and roadways, both improved and unimproved, on a City-wide basis. Property access and roadway widths vary. The towing firm(s)’s towing vehicles and equipment are expected to be able to negotiate all types of properties and roadways regardless of

improvements. However, if any vehicle is determined by the towing firm(s) to not be accessible for removal after referral, the towing firm shall immediately notify City Oroville in writing (by fax or email), at which time the City shall determine whether the vehicle is still eligible for removal under the Abandoned Vehicle Abatement Program.

Item 5.

Towing firms shall be required to remove all abandoned vehicles referred by City Code Enforcement, and it shall be necessary for the towing firm(s) to retrieve vehicles from streams, wetlands, sloughs, ravines, or other difficult areas. Towing firms shall remove vehicles from riparian corridors and environmentally sensitive areas in a manner so as to minimize any further environmental damage. Refusal to remove difficult to retrieve vehicles may be considered a breach of the agreement.

9. **Disposal of Trash or Waste Materials.** Towing firm shall be responsible for lawful disposal of any trash or waste materials contained within any towed vehicles. It is the responsibility of the towing firm(s) to properly dispose of any waste matter within the abandoned vehicles authorized for towing prior to final disposition of the vehicle at no additional charge to the City. If uncontained hazardous materials are found in vehicles, call 911.
10. **One Proposal** shall be accepted from any one person, partnership, corporation or other entity, however, several alternatives may be included in one proposal.
12. **Nonexclusively.** The towing firm(s) awarded contract(s) and City agree that a contract does not establish an exclusive contract between the City of Oroville and contracted towing firm(s), nor does it constitute a commitment by City, whether expressed or implied, to contract with towing firm(s) to perform or supply any work, nor is there any guarantee as to the volume of work or the duration of a contract. The City expressly reserves all its rights, including but not limited to the following: The right to utilize others to perform or supply work of the type contemplated by any awarded Contract, the right to request proposals from others with or without requesting proposals from Contractor for work of the type contemplated by the contract, and the unrestricted right by the City to bid or perform any such work.
13. **Price Guarantee.** The City expects the price to remain the same during the length of the contract. If market conditions warrant, the City reserves the right to receive a lower price.
14. **Price Decline.** In the event of a price decline, or if the towing firm(s) contract with another government entity for the same service at lower prices than offered herein, with other terms and conditions being equal, then supplier shall immediately extend those same lower prices to the City.
15. **Funding.** For the contract(s) to be awarded is from State-imposed registration fees for Abandoned Vehicle Abatement funding and City reserves the right to limit services to the availability of Abandoned Vehicle Abatement funding for towing.

FORMAT FOR PROPOSALS

Responses to the Request for Proposals must be made according to the requirements set forth in this proposal, both for content and for sequence. Failure to adhere to these requirements or inclusion of conditions, limitations or misrepresentations in a response

may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point.

Item 5.

A. City Contact Person:

Submit one signed, unbound original and four (4) complete copies of the submittal to:

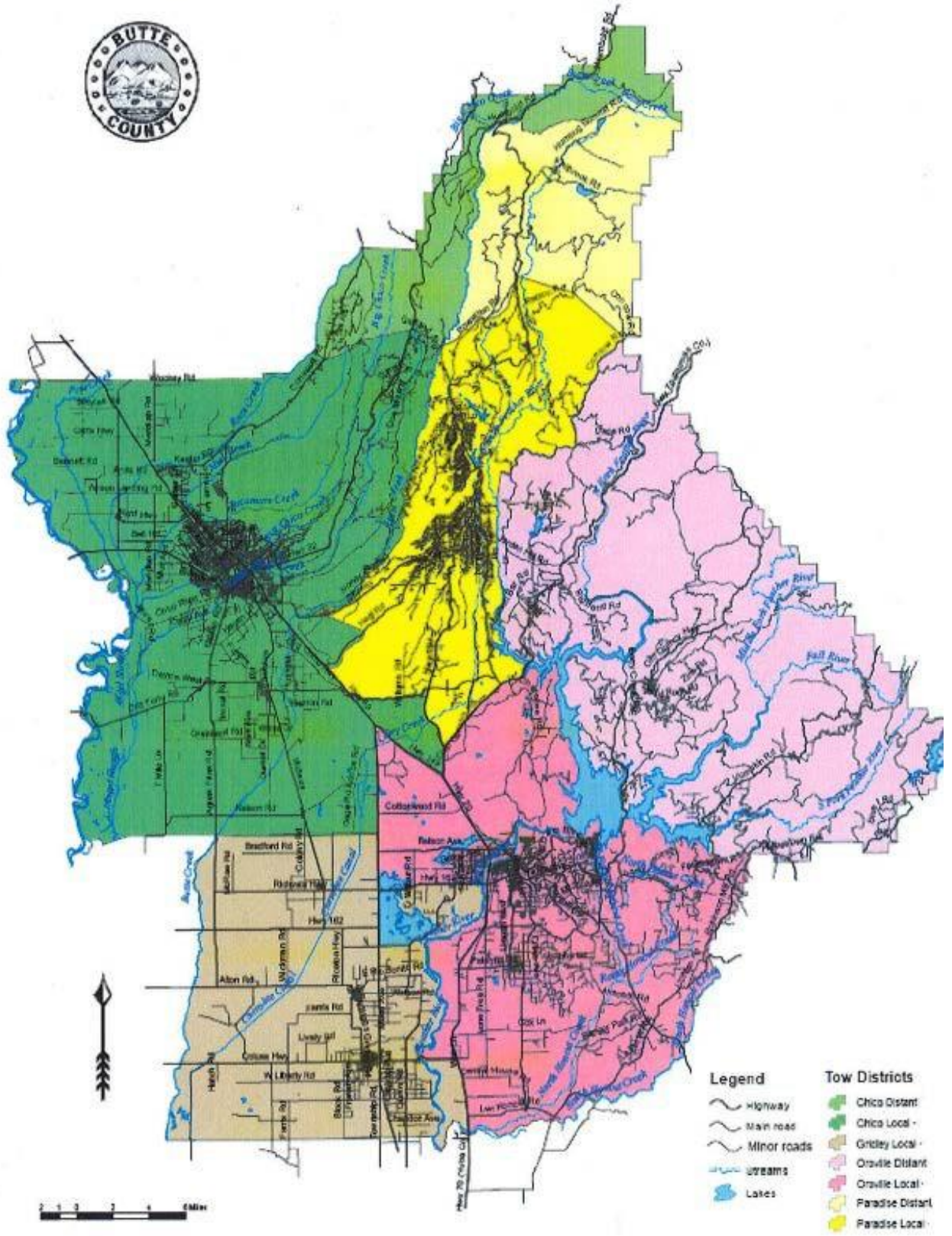
**Director of Code Enforcement Ron Belser,
City of Oroville, Code Enforcement
1735 Montgomery St.
Oroville, CA 95965
(530) 538-2448 ext.3055
rbelser@cityoforoville.org**

This person will serve as the City's contact person for this project who shall also respond directly with the contractor's project manager for questions, inquiries, and coordination.

B. Mandatory Content and Sequence of Submittal.

Please respond to the all the questions below. Include attachments as necessary, and label them as directed to facilitate City's review of your proposal.

ABANDONED VEHICLE ABATEMENT TOWING MAINTENANCE MAP Item 5.



All proposals shall be effective a minimum of 21 days from the proposal submittal due date of

Ownership Information

Name of Legal Owner(s): _____

Structure of Business: Sole Proprietorship Corporation

Other: _____

Legal Name of Business: _____

Firm's Federal Tax ID No.: _____

How long have legal owner(s) owned business: _____ Years _____ Months

Do owners participate in the day-to-day running of the business Yes No

If No, please explain level of involvement _____

Contact Information for person authorized to make representations for the firm, and sign any subsequent contract on behalf of the firm. If there is more than one person, please include that information in an attachment labeled "Contact Information."

Name: _____ Phone: _____

Address: _____ 2nd Phone: _____

City: _____ State: CA Zip: _____

Email: _____

Subcontractors Does your firm use subcontractors? Yes No

If yes, please supply as an attachment, a list of subcontractors with their business names, addresses, phone numbers and contact persons. Use an attachment labeled, "Subcontractors."

Financial Interest Is this towing directly involved in the towing-related business of any other operator within the City? Yes No

If yes, please explain: _____

Is this towing business directly involved in any recycling/salvage scrap metal business?

Yes No If yes, please explain: _____

(use additional, attached pages if necessary, labeled "Recycling/Salvage")

Disposal of vehicles Do you receive payment for scrapping vehicles? Yes No
Please disclose in an attachment labeled, "Disposal of Vehicles", the name and addresses, and phone numbers of businesses you have utilized in the past 24 months to utilize to dispose of junked vehicles.

NOTE: On-site inspection of the facilities listed below may be performed by the City.

2. **Business Office Information**

Company Name: _____

Street Address: _____

Mailing Address: _____

City: _____ State: CA Zip: _____

Telephone No: _____ Telephone No. (2) _____

Fax Number: _____ Email address: _____

Business Office Days/Hours of operation: _____

If the office is closed for lunch, please indicate that time: _____ Shall not be less than 8-5, Monday through Friday, except for the following City-recognized holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and the day following, Christmas Day)

3. **Primary Storage Facility Information** (Normally at the same location as the business address. If not at the same location, there shall be no charge for any additional distance traveled to and from a secondary location. The vehicle and/or personal property shall be released at the primary storage facility or place of business upon request of the registered owner or a person having a legal entitlement to the vehicle and/or property.)

Street Address: _____

City: _____ State: CA Zip: _____

Telephone No: _____ Fax Number: _____

Vehicle Capacity: _____ Zoning: _____

(<https://assr.parcelquest.com/Home> "parcel lookup")

Hours of Operation: _____

Check if the use of the property as a storage facility is permitted by zoning and/or permit
Use additional paper if necessary, attach and label it "Storage Facility Permitted".

Please explain: _____

Is this facility owned or on a month-to-month rental or leased. If leased, when does the lease expire? _____.

Do other tow companies utilize this space? Yes No

4. Secondary Storage Facility Information

Street Address: _____

City: _____ State: CA Zip: _____

Telephone No: _____ Fax Number: _____

Vehicle Capacity: _____ Zoning: _____
 (www.buttecounty.net/dds "parcel lookup")

Hours of Operation: _____

Check if the use of the property as a storage facility is permitted by zoning and/or permit
Use additional paper if necessary, attach and label it "Secondary Storage Facility Permitted".

Please explain: _____

Is this facility owned or on a month-to-month rental or leased. If leased, when does the lease expire? _____.

Do other tow companies utilize this space? Yes No

5. Tow Truck Drivers Tow truck drivers shall be at least 18 years of age and shall possess the proper class license and endorsements for the towed and towing vehicle. Please attach additional sheet with information if you have additional employees who you propose to work under this program, label it "Tow Truck Drivers".

| <u>Full Legal Names</u> | <u>Years of For-Hire Towing Experience</u> | <u>City of Residence</u> | <u>Completed Approved Tow Truck Driver Training Program</u> | |
|-------------------------|--------------------------------------------|--------------------------|-------------------------------------------------------------|-----------------------------|
| _____ | _____ | _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| _____ | _____ | _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| _____ | _____ | _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| _____ | _____ | _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| _____ | _____ | _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

6. Annual Random Drug Testing Program. Please attach information, and label it "Annual Random Drug Testing Program", on how this program is conducted, including procedures followed when tests come back positive.

7. Tow Truck Classifications. An operator shall equip and maintain tow trucks covered under this proposal with the provisions set forth in the California Vehicle Code, Title 13 of the California code of Regulations (Title 13) as required by their participation in the California Highway Patrol (CHP) Tow Service Agreement. Good standing in the CHP rotation and

adherence to those requirements in the delivery of proposed services for the AVA program is a mandatory requirement of this proposal and subsequent contract. The operator shall not dispatch a tow truck that has not been inspected and approved by the CHP.

Towing firm(s) shall maintain a sufficient number of tow trucks to conduct business and meet response times. Sufficient numbers of tow trucks shall be required by City of Oroville based on towing firm(s) volume of business in the tow districts they are bidding on. At least one (1) tow truck shall be a car carrier. Any tow truck which is not capable of providing continuous air to the towed vehicle shall be rated as a Class A tow truck.

Please provide the following information relative to tow trucks (as defined by the CHP Tow Service Agreement), inspected and approved for current use on an active CHP rotation. If you have more equipment than can be listed here, please list additional vehicles on an attachment labeled, "Tow Truck Classifications".

| <u>Quantity</u> | <u>Year</u> | <u>Mileage</u> | <u>Class</u> | <u>Carrier</u> | <u>Capacity in Number of Vehicles</u> | <u>Location of Active CHP Rotation*</u> |
|-----------------|-------------|----------------|-------------------------------------------------------------------------------------------------------------|------------------------------|---------------------------------------|-----------------------------------------|
| _____ | _____ | _____ | <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D | <input type="checkbox"/> Yes | _____ | _____ |
| _____ | _____ | _____ | <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D | <input type="checkbox"/> Yes | _____ | _____ |
| _____ | _____ | _____ | <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D | <input type="checkbox"/> Yes | _____ | _____ |
| _____ | _____ | _____ | <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D | <input type="checkbox"/> Yes | _____ | _____ |
| _____ | _____ | _____ | <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D | <input type="checkbox"/> Yes | _____ | _____ |
| _____ | _____ | _____ | <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D | <input type="checkbox"/> Yes | _____ | _____ |

*List all tow vehicles that may be available for tows in the City of Oroville, they must be on an active CHP rotation.

8. **Certifications/Awards/Recognitions** Please list and provide copies of any certifications, awards, special qualifications and/or forms of recognitions held by your firm in regards to staff, equipment and/or services that speak to the qualifications, experience, and or performance of services. As necessary, please explain the significance of any such documents. Please label these attachments with a cover sheet labeled, "Certifications/Awards/Recognitions".

9. **Current Rates** Please provide your two retail hourly rates as supplied to the CHP for purposes of entering their Tow Service Agreement rotation, both calls originating during normal business hours and after business hours for each of the tow areas. These are the rates you would charge a private party who comes to claim their vehicle prior to obtaining a junk slip. Include and itemize storage rates. Please provide this information on an attachment labeled "Current Rates".

11. **Response Time** Upon receiving a call from a code enforcement officer or Oroville Police Department dispatch, please indicate your maximum response time to requests for towing of abandoned vehicles.

“Priority” Tow (See Page 4 for definition) Maximum Response Times:

Oroville Priority _____ minutes

12. “Scheduled” Tow Maximum Response Times

If tows were scheduled for certain days of the week, or you were to be given advance notice, how would this enable you to provide tow services for scheduled dates and times? Please provide detail, as to how much advance notice would be required, etc., for you to provide scheduled tow services. Oroville Scheduled Tows _____ Hours _____ Days in advanced

The City of Oroville reserves the right to make multiple awards and/or purchase subject services on the open market if necessary, to provide for timely removal of vehicles in the event the primary Contractor(s) fails to perform within the required time.

The City of Oroville reserves the right to authorize a time extension to Contractor(s) for vehicle removal and recovery services.

13. Disciplinary Action Please disclose by marking the box(es) below any of the following disciplinary actions taken against an operator by the CHP in the last twelve months.

- First violation –letter of written reprimand
- Second violation – 1 to 30 day suspension
- Third violation – 60-90 day suspension
- Fourth violation – termination of CHP Tow Service Agreement

For any violation marked above, please provide a detailed explanation of the violation(s), length of suspension/termination, and corrective action taken to resolve cause of violation.

Please label the attachment as “Disciplinary Action.”

14. Contractor Capabilities Provide information for the Background and Experience in no more than six pages entitled, “Contractor Capabilities.” Submit with the subheading of Background and Experience your firm’s background, and its organizational structure, include names and titles. Describe the firm's demonstrated experience in providing similar services.**15. Proposed Rates** Prices and cash discounts are to be firm. Please be sure to include any towing “rebates”, or other price breaks you are willing to provide. However, in the case of an announced price decrease, such decrease shall be passed on to the City. In the event of a price decline or if the Contractor contracts with another government entity for the same service at lower prices than offered herein, with other terms and conditions being equal, then supplier shall immediately extend those same lower prices to the City.**16. Community Benefit Programs** Please, describe in an attachment labeled, “Community Benefit Programs” your proposal for programs and/or services to benefit Butte City in the form of special programs or events such as “Amnesty” programs, “free” or “reduced-cost” “Neighborhood cleanup” tows to vehicle owners. Describe these programs and indicate the frequency in which you would provide these programs.

17. **Please provide your proposal for towing and storage service prices.** Use Attachment 1 Proposed Tow Charges form to indicate your *proposed* charges to the City for tows from each of the four delineated tow areas (including both standard and distant tows) within each tow area. The Abandoned Vehicle Abatement program pays for up to 15 days of storage, indicate your *proposed* daily storage charge to the City.

From time to time, the City of Oroville requires the towing of its vehicles when they become disabled during the course of business. Include your proposed price to the City for providing these tows. You may respond with a number of vehicles per year you would be willing to tow at your *proposed* price.

When there are parts of an abandoned vehicle(s) which either belong to a vehicle being towed, or that can be picked up manually, those parts too are considered as part of that vehicles tow cost and will not be considered as a separate tow. If there are larger parts, requiring equipment to lift and remove, a determination shall be made by Code Enforcement as to whether the combined quantity and effort to remove said parts shall be considered as a separate tow.

Use the attached spreadsheet for presenting your proposed prices – Attachment 1 Proposed Tow Charges.

Attachment I Proposed Tow Charges

Note: Do not include storage fees in tow charges

STANDARD TOWS (See Page6)

| Attachment 1 – Proposed Tow Charges | | | | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------|------------------------------|------------|----------------------------|-------------------|--------------------------------|------------|
| | Standard Tows “Scheduled” | “Priority” | Oversize Tows “Scheduled” | “Priority” | Motor-homes “Scheduled” | “Priority” | Travel Trailers “Scheduled” | “Priority” |
| Single / Standard Vehicle | \$ | \$ | | | | | | |
| Capacity / Multi vehicle Carrier | No. _____ \$ | No. _____ \$ | | | | | | |
| Up to 25’ | | | \$ | \$ | \$ | \$ | \$ | \$ |
| 26’ – 30’ | | | \$ | \$ | \$ | \$ | \$ | \$ |
| 31’ – 35’ | | | \$ | \$ | \$ | \$ | \$ | \$ |
| 36’ and Over | | | \$ | \$ | \$ | \$ | \$ | \$ |
| <u>Large Parts</u> | \$ | | | | | | | |
| Engines, transmissions, etc., not able to lift manually If you are on site for towing and there are additional large parts from vehicles, not belonging to the vehicles you are towing: | | | | | | | | |
| | | | | | | | | |
| <u>STORAGE FEES (for RFP)</u> | | | \$ | Per Day | \$ | Per 15 day period | | |
| | | | | | | | | |
| | | | | | | | | |
| <u>Charges for towing City owned vehicles</u> | | | \$ | | Storage per day | | \$ | |
| | | | | | | | | |

Priority Tows are those which must be done in the shortest time possible after receiving notification of the tow.

Scheduled Tows would be those that can be scheduled for a certain day of the week, or on a certain date.

COMMUNITY BENEFIT PROGRAMS (See Page 15)

Please indicate programs and reduced tow charges for any Community Benefit Programs

| Please indicate the name/type of Program | \$ |
|------------------------------------------|----|
| ie: “Neighborhood Clean-up” | |
| “Amnesty”... | |
| “reduced-cost” | |
| | |
| | |

SELECTION PROCESS

The selection committee may include representatives from the Department of Development Services and selected City departments. The criteria for selecting the contractor recommended for selection by the Board of Supervisors is provided below:

- (1) Capability and Availability of Staff. Does the designated firm have the qualified and experienced staff needed to perform this job? (25 points max)
- (2) Equipment Resources. Does the designated firm have the towing equipment (inspected and approved by CHP) needed for this job? (25 points max)
- (3) Cost. How does the proposed cost to the City from the designated firm compare to the cost proposals from other firms? (50 points max)

Selection will consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified contractors. Level II will be used to select the finalist(s). This level may include a request for a presentation from the finalists, proposal fact-finding and negotiation of contract terms and conditions.

CITY NOTICES

Any questions related to this RFP are to be directed to the City contact person identified above. Do not contact other City personnel or selection committee members regarding this project or the selection procedures.

All proposing firms responding to this RFP should note the following:

- A. All work performed for Butte City, including all documents associated with the project, shall become the exclusive property of Butte City.
- B. City of Oroville reserves the right to:
 1. Reject any or all submittals;
 2. Request clarification of any submitted information;
 3. Waive any informalities or irregularities in any qualification statement;
 4. Not enter into any agreement;
 5. Not to select any firm;
 6. Cancel this process at any time;
 7. Amend this process at any time;
 8. Interview firms prior to award;
 9. Negotiate with companies submitting proposals;
 10. To award more than one contract if it is in the best interest of the City;
 11. To issue similar RFPs or RFQs in the future; or
 12. To request additional information during the interview.
- C. The selected firm(s) are expected to perform and complete the project in its entirety.
- D. Any and all costs arising from this RFP process incurred by any proposing firm shall be borne by the firm without reimbursement by the City of Oroville.

MODEL AGREEMENT

The firm selected shall be expected to execute a contract substantially as the one included as Exhibit B Model Agreement. NOTE: Pay particular attention to Attachment I Standard Insurance Requirements of Exhibit B. Certificates of Insurance and Endorsements naming the City of Oroville as Additional Insured are required to be provided in a timely manner. You may have your insurance agent contact the City's designated Contact person for this proposal with any questions regarding insurance requirements.

TIMING AND SCHEDULE

All responses to this RFP must be submitted on or before to be filled in at a later date 2017. There will not be a public opening of the proposals.

Checklist:

Complete and return information on Pages 10-14, including any applicable attachments as identified within the body of the RFP (referenced below for your convenience) in the format and quantity as described on Page 8.

Attachments labels as requested in this RFP:

Exhibit A Non-Collusion Declaration

Contact Information (if necessary, Page 10)

Subcontractors (if necessary, Page 10)

Recycling/Salvage (Page 10)

Disposal of Vehicles (Page 11)

Storage Facility Permitted (Page 11)

Secondary Storage Facility Permitted (Page 12)

Tow Truck Drivers (Page 12)

Annual Drug Testing Program (Page 12)

Tow Truck Classifications (Page 13)

Certifications/Awards/Recognitions (Page 13)

Current Rates (Page 13)

Response Time (Page 14)

Disciplinary Action (Page 14)

Background and Experience (Page 14)

Community Benefit Programs (Page 15)

Attachment 1 Proposed Tow Charges-Use form supplied (Page 15)

ATTACHMENT I

STANDARD INSURANCE REQUIREMENTS

A. MINIMUM LIMITS OF INSURANCE.

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2 million. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The contractor or contractor's insurance carrier shall notify City if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **Automobile Liability:** At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this agreement, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.
- 3.) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of at least \$1,000,000 per occurrence.
- 4.) **Professional Liability Insurance (Delete if not contracting for professional services)**
Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 million per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

C. OTHER INSURANCE PROVISIONS.

1. General Liability insurance policies shall be endorsed to state:
 - a.) The City, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

- b.) Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c.) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in C1 above.

D. ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

E. VERIFICATION OF COVERAGE.

Contractor shall furnish the City **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the City before work under the contract has begun. The City reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to City written notice 30 days before any of the insurance policies described herein are cancelled. Contractor agrees to notify City within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

F. SUBCONTRACTORS.

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the City certificates of insurance and endorsements before beginning work under this contract.

Attachment II

Scope of Work

The scope of work shall detail both contractor's and City's responsibilities, similar to the information provided in the Request for Proposal.

Attachment III TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment II – Scope of Work” which is made a part of this Agreement.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
3. **City Project Manager.** The City project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** Contractor is an independent contractor working under his/her own supervision and direction and is not a representative or employee of City. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement.
5. **Confidentiality and Ownership.** The City retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the City by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the City.
6. **Termination.** This Agreement may be terminated by either the City or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Agreement shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Agreement.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the City, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the City, but excluding liability due to the active negligence or willful misconduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to City for any loss of or damage to City property arising out of or in connection with Contractor’s negligence or willful misconduct.

8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment I to this Agreement.
9. **Changes to the Agreement.** Changes to this Agreement may only be approved by written amendment to this Agreement.
10. **Contractor's Standard of Care.** City has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by City shall not operate as a waiver or release.
11. **Termination for Exceeding Maximum Level of Expenditures.** Agreements exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the City of Oroville by the Purchasing Agent, or authorized deputy, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services agreements or the amount prescribed by Public Contract Code Section 22032 (b) for public works agreements.
12. **Termination for Exceeding Maximum Term.** Agreements exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the City of Oroville by the Purchasing Agent, or authorized deputy, this Agreement shall automatically terminate on the date that the term exceeds three years. Amendments to this Agreement, or new Agreements for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.
13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
14. **Applicable Law and Forum.** This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in the City of Oroville.
15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Agreement, these Attachment III TERMS AND CONDITIONS shall prevail.



CITY OF OROVILLE STAFF REPORT

TO: OROVILLE CITY COUNCIL

FROM: BILL LAGRONE, CITY ADMINISTRATOR

RE: CONSIDER AND ADOPT THE TRANSITIONAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE FIRE FIGHTER'S ASSOCIATION AND THE OROVILLE FIRE MANAGERS

DATE: JUNE 21, 2022

SUMMARY

The City Council will consider the transitional Memorandum of Understanding between the City of Oroville and the Oroville Fire Fighter's Association (OFFA) and the Oroville Fire Managers. The purpose of the MOU is to complete the transition of City of Oroville Fire Fighters to Cal Fire.

DISCUSSION

At the July 20, 2021, meeting the Council adopted Resolution 8970 directing staff to initiate LAFCo proceedings for the contracting of Fire Service with Cal Fire. The Council further adopted Resolution 8971 directing the Mayor to sign all necessary documents to execute a contract from July 2022 to June 2025 with Cal Fire.

The proposed transition to Cal Fire was reviewed by LAFCo and approved by the LAFCo board at the April 7, 2022, meeting.

The last item to complete the transition is the Memorandum of Understanding (MOU) between the City of Oroville and the Oroville Fire Fighters Association (OFFA) and the Oroville Fire Management Staff. City Staff along with the City negotiator has been meeting with the OFFA over the past month to discuss the terms of the MOU. It is necessary to negotiate the terms of items where the members of the Association have a financial interest, those items include vacation banks, sick leave, comp time banks and post-retirement health care etc. The Association has been very helpful and engaged in the process. City Staff and the Association and Management group have reached a tentative agreement.

The terms of the agreement are included in the attached MOU. All Fire personnel will be paid for all times accrued that are not transferred to Cal Fire. Fire Fighters will each receive a onetime payment of \$600.00 for uniforms. This payment is necessary due to the fact the Fire Fighters will not receive a uniform allowance from Cal Fire until July of 2023 and there are

required uniform changes due to this transition. This proposed MOU contains all the terms of the transition that were within the control of the City.

Post-retirement medical was negotiated. Most of the Fire Fighters will receive a one time buy out of \$8,434.00. This buy out will be deposited into a 457 plan for each Fire Fighter. There are three Fire Fighters that will receive service credit purchase buy out for post-retirement medical benefit with Cal Fire. The total cost of the post-retirement medical and uniform allowance is \$749,012.20.

There is an attached copy of the proposed transitional MOU for review and additional detail.

FISCAL IMPACT

Transitional MOU cost will come from the General fund resulting in a reduction in the fund of \$749,012.20

RECOMMENDATON

Adopt Resolution No. 9065 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE TRANSITIONAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE FIRE FIGHTER'S ASSOCIATION – (Agreement No. 3421).

Adopt Resolution No. 9066 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE TRANSITIONAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE FIRE MANAGER'S ASSOCIATION – (Agreement No. 3422).

ATTACHMENTS

1. Transitional MOU
2. Resolution 9065
3. Resolution 9066
4. Agreements

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9065**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE TRANSITIONAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE FIRE FIGHTER’S ASSOCIATION **(Agreement No. 3421)**

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

- 1. The Mayor is hereby authorized and directed to execute a transitional memorandum of Understanding (MOU) agreement, between the City of Oroville and the Oroville Fire Fighters Association (OFFA). A copy is attached hereto as Exhibit “A”.
- 2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 21, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

**TRANSITIONAL MEMORANDUM OF
UNDERSTANDING
BETWEEN CITY OF OROVILLE AND
OROVILLE FIREFIGHTERS'
ASSOCIATION**

OROVILLE FIREFIGHTERS' ASSOCIATION TRANSITIONAL MEMORANDUM OF UNDERSTANDING

PURPOSE

The purpose of the M.O.U. is to promote a harmonious transition from "CITY" service employment to service employment by the State of California, Department of Forestry and Fire Protection (hereinafter also "CAL FIRE"), for those employees in classifications represented by the Oroville Firefighters Association.

RECITALS

TRANSITION

These recitals City and the Association in this MOU are based on the best understanding of practices, rules, and regulations of third parties such as the California Public Employees Retirement System (PERS), the County of Butte and the State of California, Department of Forestry and Fire Protection, and are not intended to create contractual obligations between the City and the Association. The contractual obligations are set forth in the Contractual Terms and Conditions of the MOU. Transitioning employees are encouraged to contact the applicable third party to obtain additional information. The parties hereto understand and agree that upon transition to employment with the State of California, Department of Forestry and Fire Protection affected Oroville employees will be blanketed into the State Civil Service system in accordance with the rules, policies and provisions administered by the CalHR. Those affected City employees will thereafter be employees of the State of California and no longer subject to the rights and privileges of employment with the City of Oroville unless otherwise stated herein or provided for by law.

Upon appointment to the California Department of Forestry and Fire Protection, blanketed-in employees will be subject to the following conditions of employment:

Article VII, Section 6 (c) of the Constitution allows the State Personnel Board to transfer or "blanket — in" by board resolution local government employees when the work that was previously performed by these employees is assumed by the State.

All current fire suppression personnel of the City Oroville who wish to blanket into State Service as a CAL FIRE employee are eligible to do so. CAL FIRE has agreed to blanket-in all fire suppression personnel, with the exception of those on disability leave. Those on leave will transition after being released to "Full duty" disability leave. In the event those on leave are not released to "Full duty", but rather eligible for disability retirement, no State Service or Transitional MOU benefits will be applied, however, City policy, procedures and benefits will remain in effect.

WAGES, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT OF EMPLOYEES BLANKETED INTO STATE SERVICE

Terms and conditions of employment for employees that are blanketed into State Service are outlined in the applicable state bargaining unit agreements for rank-and-file employees. Copies of the applicable bargaining unit agreements are available to be provided to the members of the Oroville Firefighters Association.

UNION REPRESENTATION

Fire protection employees in rank-and-file classifications are represented by CDFF (Bargaining Unit 8). The MOU addresses working conditions, benefits, and wages. New MOUs are negotiated by CAL FIRE and the CDFF and go into effect once approved by the Legislature, signed by the Governor, and ratified by the CDFF membership.

The Department's Labor Relations office is available to assist in the interpretation and applications of terms of MOUs.

STATE CIVIL SERVICE CLASSIFICATION

The State civil service classification is determined by evaluating City of Oroville Fire Department employees' existing classifications and duty statement compared to the same or similar classifications used within CAL FIRE. As close a match as possible is made and the employees are then blanketed (transferred upon resolution) into those State civil service classifications.

PERMANENT APPOINTMENT

City of Oroville Fire Department employees that are blanketed into CAL FIRE are assured of permanent appointments. The process is prescribed clearly in law and takes from three to four months to process. Officially, these employees become State civil service employees "without the benefit of civil service examination." They do not serve a probationary period unless they are currently on probation with City of Oroville. The State Personnel Board makes the civil service appointment at one of their regularly scheduled public hearings. CAL FIRE closely follows the guidelines established in the State Constitution for the transition of employees into State civil service that result from these cooperative agreements.

Article VII, Section 6(c) of the California Constitution allows the State Personnel Board to transfer, or "blanket-in" by board resolution local government employees when the work that was performed by these employees is assumed by the State.

SALARY

Once the State civil service classification is determined, the City of Oroville Fire Department employees' existing salaries at the time of transition will be compared to that of the new classifications. If the employees are within the minimum and maximum of the salary range for the State civil service classifications, the employees will retain that salary. If the employees' salaries are below the minimum of the State civil service classifications, the salaries will be raised to the minimum of the classification and the employees will be given annual step increases (e.g., merit salary adjustment, etc.) until they have reached the maximum salary range of the civil service classification.

CAL FIRE employees are paid their base pay plus any applicable pay differentials once per calendar month. Fire protection employees receive a supplemental check at the end of each 28-day work period for Extended Duty Week Compensation (EDWC) as well as unplanned overtime.

BASE PAY

A fire department employee's monthly salary is based on a work schedule for an average 53 hours per week, which is established by the Federal Fair Labor Standards Act (FLSA) as the standard work week for firefighters eligible for Section 7k of the FLSA.

EXTENDED DUTY WORK WEEK COMPENSATION

Additional compensation for CAL FIRE fire protection employees is calculated on a 28-day work period. Since CAL FIRE employees predominantly work a scheduled 72-hour work week, a portion of these scheduled hours are eligible for additional Compensation under the FLSA (i.e., the difference between 53 hours and 72 hours per week). This additional compensation is known as EDWC. A supplemental check at the end of the 28-day work period is issued to compensate the employees for EDWC and for any unplanned overtime that was worked during the 28-day period. EDWC counts as income for California Public Employees Retirement System (CalPERS) retirement calculation purposes. Unplanned overtime does not count as compensation for CalPERS retirement calculation purposes.

It is the City's understanding that years of service at the Oroville Fire Department shall be counted toward longevity pay eligibility. Again, final determination shall be made by CAL FIRE once employees are blanketed into State Service.

SENIORITY

Once transitioned, service with City Oroville Fire Department will be reviewed and credited to employees based on the State's qualifying service requirement.

Seniority is calculated similarly to State Service and is used for transfers, layoffs, or demotions when necessary.

PROBATIONARY PERIOD

City Fire Department employees who have successfully completed their probationary period with the City preceding the effective date of blanketing-in will continue to hold such positions as permanent state civil service employees. Fire Department employees holding positions with the City for less than one year immediately preceding the effective date of such action shall continue to hold such positions subject to the probationary period established for the class to which transferred.

There are four (4) Oroville City probationary employees transitioning from the City to State employment.

PROMOTIONS. TRANSFER. AND ASSIGNMENTS

City Oroville Fire Department employees who are transitioned into CAL FIRE will be fully tenured employees and enjoy the same rights, privileges, and opportunities that any other CAL FIRE employee of the same classification and seniority would receive. Employees will be eligible to compete for promotion if they meet the minimum qualifications of the civil service classification. The years of employment with the City will count as credit towards qualifying experience.

City Oroville Fire Department employees will be eligible to transfer or ask for re-assignment anywhere in California that CAL FIRE operates the same as any other CAL FIRE employees. Voluntary transfer rules may be found in the various MOUs dependent on the employee's civil service classification. For employees in fire protection classifications, this information is contained in the MOU between CDF Firefighters Local 2881 (CDFF) and CAL FIRE.

Promotions, transfers, and re-assignments are predominantly voluntary. Occasionally, due to operational needs, an employee may be involuntarily reassigned within CAL FIRE.

LEAVE CREDITS

VACATION AND SICK LEAVE

Vacation and sick leave credits are converted prior to being credited to an employee transitioned to the State. Credits are converted by the following formula: Hours of credit each month as a local government employee divided by the hours of credit each month a CAL FIRE employee would receive.

As an example: A local government employee earns 12 hours of sick leave per month; CAL FIRE employees earn eight hours of sick leave per month. Thus, 12 divided by eight equals 1.5. This is the conversion factor. The next step is to take the local government employee's sick leave balance and divide it by the conversion factor. This is the balance the local government employee will be allowed to carry over.

For vacation leave credits, there is a maximum number of hours an employee can carry

over. The maximum hours are determined by calculating what the employee would earn in a year as a State employee (based on his or her credited years of State Service). This is the maximum carry over amount allowed for vacation leave credits.

RETIREMENT BENEFITS

All CAL FIRE firefighting employees are members of the CalPERS Peace Officer and Firefighter (POFF) Safety Retirement Program. The City Oroville Fire Department employees performing fire protection work will become members of this program.

Upon retirement the employee will receive compensation based on a combination of retirement systems to which he contributed to over their years of employment. Some will have been members of only CalPERS, while some will have participated in multiple programs and plans. Each Oroville Fire Department employee's retirement compensation calculations will be different based on the programs and plans in which they have been members.

It is strongly recommended that each employee contact CalPERS and obtain a personal evaluation of his retirement circumstances.

PREVIOUS STATE EMPLOYEE CREDIT TOWARDS POST RETIREMENT HEALTH CARE COVERAGE

Some City of Oroville Fire Department employees may have worked for the State of California prior to their current employment with the local government. This prior State employment experience may count towards the vesting requirement. If they were State employees prior to January 1, 1989, they may receive the benefit with reduced years of service requirement as follows:

| YEARS OF STATE CIVIL SERVICE | STATE CONTRIBUTION |
|-------------------------------------|---------------------------|
| Any years of service | 100% |

If they began working for the State of California between January 1, 1985, to December 31, 1988, rates are as follows:

| YEARS OF STATE CIVIL SERVICE | STATE CONTRIBUTION |
|-------------------------------------|--------------------------------------------------------|
| 10 years | 100% |
| Less than 10 years | Reduced by 10% for each year of service under 10 years |

The City of Oroville Fire Department employees are encouraged to contact CalPERS for their particular circumstances.

The City of Oroville (hereinafter "City") and the Oroville Firefighters Association (hereinafter "Association") agree to the following terms and conditions:

CONTRACTUAL TERMS AND CONDITIONS TO TRANSITION

The following contractual terms and conditions have been negotiated between the City Oroville and the Oroville Firefighters Association and shall be applicable to the transition of the City Fire Department employees to CAL FIRE.

1. CLASSIFICATIONS

The Association is the recognized bargaining unit for the following classifications:

- Fire Captain
- Fire Engineer
- Firefighter

Upon transition, it is expected the 14 current full time City Fire Department employees shall be blanketed into State Service with CAL FIRE to the extent allowed under state law, applicable State MOU, SubJAC and Classification & Pay State review as follows:

| Oroville Fire Department | CAL FIRE |
|--------------------------|----------------------------|
| 3 Captains | 3 Captains |
| 2 Lieutenants | N/A |
| 5 Engineers | 7 Fire Apparatus Engineers |
| 4 Firefighters | 4 Firefighter II |

The City and the Association agree that all terms and conditions agreed upon in this Transitional M.O.U. become effective upon signing by both parties.

2. UNIFORM ALLOWANCE

The City shall provide for a one-time payment of \$600.00 to purchase of the necessary uniforms and accessories for each covered employee based on CAL FIRE requirements and specifications.

3. SICK LEAVE BALANCES

City Fire Department employees shall have their City sick leave balances carried over to CAL FIRE employment based on a conversion factor of 0.66667. For example, 12 hours of accumulated City sick leave balance will be needed to generate 8 hours of sick leave carry over to CAL FIRE employment. There is no cap.

4. VACATION LEAVE BALANCES

Vacation credits are converted prior to being credited to an employee transitioned to the state. Credits are converted by the following formula: hours of credit each month as an Oroville employee divided by the hours of credit each month a CAL FIRE employee would receive. For vacation credits there is a maximum number of hours an employee can carry over. The maximum hours are determined by calculating what the employee would earn in a year as a state employee based on his or her credited years of service. This is the maximum carryover amount allowed for vacation leave credits.

5. COMP TIME BALANCES

City Fire Department employees who have a balance in their Comp Time Bank shall be cashed out and paid within 30 days of transition date.

6. HOLIDAY

Any holiday time a City Fire Department employee has not used will be paid at the time of transition at the employee's current City wage.

7. SALARY

The City shall continue to pay each fire department employee their normal salary and include any merit increases due to an employee up to the transition date.

8. MERIT INCREASES

City Fire Department employees shall be granted their appropriate merit increase between the time of this agreement and the actual transition date to State Service.

9. POST RETIREMENT HEALTHCARE COVERAGE**A. Current Retirees**

The City shall maintain all current retiree medical benefit programs for City Fire Department retirees who have retired from City of Oroville employment prior to the Transition.

B. Current Employees: See attached individual agreements**10. BADGES & HELMETS**

As a good will and commemorative gesture, the City shall allow the employee to retain possession of their City helmet, and badge for their current classification. An employee may request the badge from a previously held classification, if available.

11. HEALTH BENEFITS

The City shall maintain all benefits related to medical, dental and vision, for all employees transitioning, until coverage begins with State Service. When coverage has been assured through State Service, City will then be released from maintaining health benefits for employees.

12. OVERTIME

Prior to Transition Date, all employees shall be eligible to work overtime as deemed necessary by City. All overtime shall be paid in cash. There shall be no CTO accrued for the duration of this transition agreement.

13. OROVILLE FIRE FIGHTER'S ASSOCIATION 2404 PROPERTY

The Oroville Fire Fighter's Association shall remove all Association property from City property prior to the Transition Date.

14. ENTIRE AGREEMENT

This Transitional MOU constitutes the final, complete, and exclusive agreement between the City and the Association pertaining to the transfer of City Fire Department employees to CAL FIRE State Service. It supersedes all prior understandings or agreements between the parties relating to the Transitional MOU.

15. AMENDMENT

This Transitional MOU shall be amended only in writing and approved by the City Council of the City and the Association.

16. TRANSITION DATE

For all purposes, the Transition Date shall mean the first day that the City Fire Department employees become CAL FIRE State Service employees.

17. NO THIRD PARTIES

This Transitional MOU is made solely between the City and the Association, and no other person or entity shall have or acquire rights by virtue of it.

SIGNATURE/ AGREEMENT

The undersigned, being the duly appointed representatives for the Oroville Firefighters Association and the City of Oroville, acknowledge and agree to the terms of this Transitional MOU.

OROVILLE FIREFIGHTER'S ASSOCIATION

Donald Robinson, OFFA President

Date

CITY OF OROVILLE

Bill LaGrone, City Administrator

Date

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9066**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE TRANSITIONAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE FIRE MANAGER'S ASSOCIATION.

(Agreement No. 3422)

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

- 1. The Mayor is hereby authorized and directed to execute a transitional memorandum of Understanding (MOU) agreement, between the City of Oroville and the Oroville Fire Manager's Association. A copy is attached hereto as Exhibit "A".
- 2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 21, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

**TRANSITIONAL MEMORANDUM OF
UNDERSTANDING
BETWEEN CITY OF OROVILLE AND
OROVILLE FIRE MANAGERS
ASSOCIATION**

OROVILLE FIRE MANAGERS ASSOCIATION TRANSITIONAL MEMORANDUM OF UNDERSTANDING

PURPOSE

The purpose of the M.O.U. is to promote a harmonious transition from "CITY" service employment to service employment by the State of California, Department of Forestry and Fire Protection (hereinafter also "CAL FIRE"), for those employees in classifications represented by the Oroville Fire Managers Association.

RECITALS

TRANSITION

These recitals City and the Association in this MOU are based on the best understanding of practices, rules, and regulations of third parties such as the California Public Employees Retirement System (PERS), the County of Butte and the State of California, Department of Forestry and Fire Protection, and are not intended to create contractual obligations between the City and the Association. The contractual obligations are set forth in the Contractual Terms and Conditions of the MOU. Transitioning employees are encouraged to contact the applicable third party to obtain additional information. The parties hereto understand and agree that upon transition to employment with the State of California, Department of Forestry and Fire Protection affected Oroville employees will be blanketed into the State Civil Service system in accordance with the rules, policies and provisions administered by the CalHR. Those affected City employees will thereafter be employees of the State of California and no longer subject to the rights and privileges of employment with the City of Oroville unless otherwise stated herein or provided for by law.

Upon appointment to the California Department of Forestry and Fire Protection, blanketed-in employees will be subject to the following conditions of employment:

Article VII, Section 6 (c) of the Constitution allows the State Personnel Board to transfer or "blanket — in" by board resolution local government employees when the work that was previously performed by these employees is assumed by the State.

All current fire suppression personnel of the City Oroville who wish to blanket into State Service as a CAL FIRE employee are eligible to do so. CAL FIRE has agreed to blanket-in all fire suppression personnel, with the exception of those on disability leave. Those on leave will transition after being released to "Full duty" disability leave. In the event those on leave are not released to "Full duty", but rather eligible for disability retirement, no State Service or Transitional MOU benefits will be applied, however, City policy, procedures and benefits will remain in effect.

WAGES, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT OF EMPLOYEES BLANKETED INTO STATE SERVICE

Terms and conditions of employment for employees that are blanketed into State Service are outlined in the applicable state bargaining unit agreements for rank-and-file employees. Copies of the applicable bargaining unit agreements are available to be provided to the members of the Oroville Managers Association.

UNION REPRESENTATION

Fire protection employees in rank-and-file classifications are represented by CDFF (Bargaining Unit 8). The MOU addresses working conditions, benefits, and wages. New MOUs are negotiated by CAL FIRE and the CDFF and go into effect once approved by the Legislature, signed by the Governor, and ratified by the CDFF membership.

The Department's Labor Relations office is available to assist in the interpretation and applications of terms of MOUs.

STATE CIVIL SERVICE CLASSIFICATION

The State civil service classification is determined by evaluating City of Oroville Fire Department employees' existing classifications and duty statement compared to the same or similar classifications used within CAL FIRE. As close a match as possible is made and the employees are then blanketed (transferred upon resolution) into those State civil service classifications.

PERMANENT APPOINTMENT

City of Oroville Fire Department employees that are blanketed into CAL FIRE are assured of permanent appointments. The process is prescribed clearly in law and takes from three to four months to process. Officially, these employees become State civil service employees "without the benefit of civil service examination." They do not serve a probationary period unless they are currently on probation with City of Oroville. The State Personnel Board makes the civil service appointment at one of their regularly scheduled public hearings. CAL FIRE closely follows the guidelines established in the State Constitution for the transition of employees into State civil service that result from these cooperative agreements.

Article VII, Section 6(c) of the California Constitution allows the State Personnel Board to transfer, or "blanket-in" by board resolution local government employees when the work that was performed by these employees is assumed by the State.

SALARY

Once the State civil service classification is determined, the City of Oroville Fire Department employees' existing salaries at the time of transition will be compared to that of the new classifications. If the employees are within the minimum and maximum of the salary range for the State civil service classifications, the employees will retain that salary. If the employees' salaries are below the minimum of the State civil service classifications, the salaries will be raised to the minimum of the classification and the employees will be given annual step increases (e.g., merit salary adjustment, etc.) until they have reached the maximum salary range of the civil service classification.

CAL FIRE employees are paid their base pay plus any applicable pay differentials once per calendar month. Fire protection employees receive a supplemental check at the end of each 28-day work period for Extended Duty Week Compensation (EDWC) as well as unplanned overtime.

BASE PAY

A fire department employee's monthly salary is based on a work schedule for an average 53 hours per week, which is established by the Federal Fair Labor Standards Act (FLSA) as the standard work week for Managers eligible for Section 7k of the FLSA.

EXTENDED DUTY WORK WEEK COMPENSATION

Additional compensation for CAL FIRE fire protection employees is calculated on a 28-day work period. Since CAL FIRE employees predominantly work a scheduled 72-hour work week, a portion of these scheduled hours are eligible for additional Compensation under the FLSA (i.e., the difference between 53 hours and 72 hours per week). This additional compensation is known as EDWC. A supplemental check at the end of the 28-day work period is issued to compensate the employees for EDWC and for any unplanned overtime that was worked during the 28-day period. EDWC counts as income for California Public Employees Retirement System (CalPERS) retirement calculation purposes. Unplanned overtime does not count as compensation for CalPERS retirement calculation purposes.

It is the City's understanding that years of service at the Oroville Fire Department shall be counted toward longevity pay eligibility. Again, final determination shall be made by CAL FIRE once employees are blanketed into State Service.

SENIORITY

Once transitioned, service with City Oroville Fire Department will be reviewed and credited to employees based on the State's qualifying service requirement.

Seniority is calculated similarly to State Service and is used for transfers, layoffs, or demotions when necessary.

PROBATIONARY PERIOD

City Fire Department employees who have successfully completed their probationary period with the City preceding the effective date of blanketing-in will continue to hold such positions as permanent state civil service employees. Fire Department employees holding positions with the City for less than one year immediately preceding the effective date of such action shall continue to hold such positions subject to the probationary period established for the class to which transferred.

There are four (4) Oroville City probationary employees transitioning from the City to State employment.

PROMOTIONS. TRANSFER. AND ASSIGNMENTS

City Oroville Fire Department employees who are transitioned into CAL FIRE will be fully tenured employees and enjoy the same rights, privileges, and opportunities that any other CAL FIRE employee of the same classification and seniority would receive. Employees will be eligible to compete for promotion if they meet the minimum qualifications of the civil service classification. The years of employment with the City will count as credit towards qualifying experience.

City Oroville Fire Department employees will be eligible to transfer or ask for re-assignment anywhere in California that CAL FIRE operates the same as any other CAL FIRE employees. Voluntary transfer rules may be found in the various MOUs dependent on the employee's civil service classification. For employees in fire protection classifications, this information is contained in the MOU between CDF Managers Local 2881 (CDFF) and CAL FIRE.

Promotions, transfers, and re-assignments are predominantly voluntary. Occasionally, due to operational needs, an employee may be involuntarily reassigned within CAL FIRE.

LEAVE CREDITS

VACATION AND SICK LEAVE

Vacation and sick leave credits are converted prior to being credited to an employee transitioned to the State. Credits are converted by the following formula: Hours of credit each month as a local government employee divided by the hours of credit each month a CAL FIRE employee would receive.

As an example: A local government employee earns 12 hours of sick leave per month; CAL FIRE employees earn eight hours of sick leave per month. Thus, 12 divided by eight equals 1.5. This is the conversion factor. The next step is to take the local government employee's sick leave balance and divide it by the conversion factor. This is the balance the local government employee will be allowed to carry over.

For vacation leave credits, there is a maximum number of hours an employee can carry

over. The maximum hours are determined by calculating what the employee would earn in a year as a State employee (based on his or her credited years of State Service). This is the maximum carry over amount allowed for vacation leave credits.

RETIREMENT BENEFITS

All CAL FIRE firefighting employees are members of the CalPERS Peace Officer and Firefighter (POFF) Safety Retirement Program. The City Oroville Fire Department employees performing fire protection work will become members of this program.

Upon retirement the employee will receive compensation based on a combination of retirement systems to which he contributed to over their years of employment. Some will have been members of only CalPERS, while some will have participated in multiple programs and plans. Each Oroville Fire Department employee's retirement compensation calculations will be different based on the programs and plans in which they have been members.

It is strongly recommended that each employee contact CalPERS and obtain a personal evaluation of his retirement circumstances.

PREVIOUS STATE EMPLOYEE CREDIT TOWARDS POST RETIREMENT HEALTH CARE COVERAGE

Some City of Oroville Fire Department employees may have worked for the State of California prior to their current employment with the local government. This prior State employment experience may count towards the vesting requirement. If they were State employees prior to January 1, 1989, they may receive the benefit with reduced years of service requirement as follows:

| YEARS OF STATE CIVIL SERVICE | STATE CONTRIBUTION |
|-------------------------------------|---------------------------|
| Any years of service | 100% |

If they began working for the State of California between January 1, 1985, to December 31, 1988, rates are as follows:

| YEARS OF STATE CIVIL SERVICE | STATE CONTRIBUTION |
|-------------------------------------|--------------------------------------------------------|
| 10 years | 100% |
| Less than 10 years | Reduced by 10% for each year of service under 10 years |

The City of Oroville Fire Department employees are encouraged to contact CalPERS for their particular circumstances.

The City of Oroville (hereinafter "City") and the Oroville Managers Association (hereinafter "Association") agree to the following terms and conditions:

CONTRACTUAL TERMS AND CONDITIONS TO TRANSITION

The following contractual terms and conditions have been negotiated between the City Oroville and the Oroville Managers Association and shall be applicable to the transition of the City Fire Department employees to CAL FIRE.

1. CLASSIFICATIONS

The Association is the recognized bargaining unit for the following classifications:

- 2- Battalion Chief
- 1-Fire Chief

Upon transition, it is expected the 3 current full time City Fire Department employees shall be blanketed into State Service with CAL FIRE to the extent allowed under state law, applicable State MOU, SubJAC and Classification & Pay State review as follows:

| Oroville Fire Department | CAL FIRE |
|--------------------------|-------------------|
| 2 Battalion | 2 Battalion Chief |
| 1 Fire Chief | 1 Division Chief |

The City and the Association agree that all terms and conditions agreed upon in this Transitional M.O.U. become effective upon signing by both parties.

2. UNIFORM ALLOWANCE

The City shall provide for a one-time payment of \$600.00 to purchase of the necessary uniforms and accessories for each covered employee based on CAL FIRE requirements and specifications.

3. SICK LEAVE BALANCES

City Fire Department employees shall have their City sick leave balances carried over to CAL FIRE employment based on a conversion factor of 0.66667. For example, 12 hours of accumulated City sick leave balance will be needed to generate 8 hours of sick leave carry over to CAL FIRE employment. There is no cap.

4. VACATION LEAVE BALANCES

Vacation credits are converted prior to being credited to an employee transitioned to the state. Credits are converted by the following formula: hours of credit each month as an Oroville employee divided by the hours of credit each month a CAL FIRE employee would receive. For vacation credits there is a maximum number of hours an employee can carry over. The maximum hours are determined by calculating what the employee would earn in a year as a state employee based on his or her credited years of service. This is the maximum carryover amount allowed for vacation leave credits.

5. COMP TIME BALANCES

City Fire Department employees who have a balance in their Comp Time Bank shall be cashed out and paid within 30 days of transition date.

6. HOLIDAY

Any holiday time a City Fire Department employee has not used will be paid at the time of transition at the employee's current City wage.

7. SALARY

The City shall continue to pay each fire department employee their normal salary and include any merit increases due to an employee up to the transition date.

8. MERIT INCREASES

City Fire Department employees shall be granted their appropriate merit increase between the time of this agreement and the actual transition date to State Service.

9. POST RETIREMENT HEALTHCARE COVERAGE**A. Current Retirees**

The City shall maintain all current retiree medical benefit programs for City Fire Department retirees who have retired from City of Oroville employment prior to the Transition.

B. Current Employees: See attached individual agreements**10. BADGES & HELMETS**

As a good will and commemorative gesture, the City shall allow the employee to retain possession of their City helmet, and badge for their current classification. An employee may request the badge from a previously held classification, if available.

11. HEALTH BENEFITS

The City shall maintain all benefits related to medical, dental and vision, for all employees transitioning, until coverage begins with State Service. When coverage has been assured through State Service, City will then be released from maintaining health benefits for employees.

12. OVERTIME

Prior to Transition Date, all employees shall be eligible to work overtime as deemed necessary by City. All overtime shall be paid in cash. There shall be no CTO accrued for the duration of this transition agreement.

13. OROVILLE FIRE MANAGER'S ASSOCIATION PROPERTY

The Oroville Fire Manager's Association shall remove all Association property from City property prior to the Transition Date.

14. ENTIRE AGREEMENT

This Transitional MOU constitutes the final, complete, and exclusive agreement between the City and the Association pertaining to the transfer of City Fire Department employees to CAL FIRE State Service. It supersedes all prior understandings or agreements between the parties relating to the Transitional MOU.

15. AMENDMENT

This Transitional MOU shall be amended only in writing and approved by the City Council of the City and the Association.

16. TRANSITION DATE

For all purposes, the Transition Date shall mean the first day that the City Fire Department employees become CAL FIRE State Service employees.

17. NO THIRD PARTIES

This Transitional MOU is made solely between the City and the Association, and no other person or entity shall have or acquire rights by virtue of it.

SIGNATURE/ AGREEMENT

The undersigned, being the duly appointed representatives for the Oroville Managers Association and the City of Oroville, acknowledge and agree to the terms of this Transitional MOU.

OROVILLE FIRE MANAGER’S ASSOCIATION

Robert Buckhout

Date

Issac Ruiz

Date

Chris Tenms

Date

CITY OF OROVILLE

Bill LaGrone, City Administrator

Date

SETTLEMENT AGREEMENT AND RELEASE BETWEEN ROBERT BUCKHOUT AND CITY OF OROVILLE

PARTIES:

The parties to this Settlement Agreement and Mutual General Release (the "AGREEMENT") are Robert Buckhout and the City Oroville Fire Department ("CITY") (collectively "Parties").

RECITALS:

1. On April 2, 2002, Robert Buckhout was hired by the CITY. Robert Buckhout is currently ranked as a Battalion Chief for the CITY's Fire Department.
2. Robert Buckhout is a current member of the CITY and is a member of the Oroville Firefighters Managers.
3. On Robert Buckhout, the CITY and the Oroville Fire Managers have reached a tentative agreement to meet and confer in good faith with regards to Oroville Fire Manager's transition from CITY service employment to service employment by the State of California, Department of Forestry and Fire Protection ("CAL FIRE"), whereby the CITY and Oroville Fire Managers agreed to negotiated terms and conditions which shall be applicable to the transition of CITY Fire Department to CAL FIRE.
4. The CITY will contribute to the State's retiree medical trust in exchange for service credit applicable to the State's retiree medical vesting schedule.

RELEASES AND WAIVERS

In exchange for the promises set forth herein, Robert Buckhout hereby releases, acquits, and forever discharges the CITY, its past and present Robert Buckhout's, agents, officers, representatives, insurers, and attorneys, from any and all grievances, claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected Robert Buckhout's Claims"), which Robert Buckhout now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred, or was in effect at any time up to and including the Effective Date of this Agreement, without regard to whether Robert Buckhout Claims arise under federal, state or local constitutions, statutes, rules, regulations, or common law.

CIVIL CODE SECTION 1542 WAIVER

The Parties each hereby waive any and all rights that they may have pursuant to California Civil Code section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE

RELEASE, AND THAT IF KNOWN BY HIM, WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Robert Buckhout acknowledges that Robert Buckhout has read all of this AGREEMENT, including the above Civil Code section, and that Robert Buckhout fully understands both the AGREEMENT and the Civil Code section. Robert Buckhout waives any benefits and rights granted to Robert Buckhout pursuant to Civil Code section 1542.

AGE DISCRIMINATION WAIVER AND RELEASE

The Age Discrimination in Employment Act of 1967 (“ADEA”) makes it unlawful for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act (“OWBPA”) augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Robert Buckhout acknowledges that he is knowingly and voluntarily, for just consideration in addition to anything of value to which Robert Buckhout was already entitled, waiving and releasing any rights that he may have under the ADEA and/or OWBPA. Robert Buckhout further acknowledges that he has been advised and understands and agrees, pursuant to the provisions of the ADEA and OWBPA, that:

- i. This waiver/release is written in a manner understood by Robert Buckhout
- ii. Robert Buckhout is aware of and has been advised of his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims that [he/she] currently may have under the ADEA, OWBPA, or similar age discrimination laws;
- iii. Robert Buckhout is entitled to a reasonable time of at least 21 days within which to review and consider this Agreement, and the waiver and release of any rights that he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the 21 days;
- iv. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the Effective Date of this Agreement
- v. Robert Buckhout has been advised that she should consult with an attorney prior to executing this Agreement
- vi. Robert Buckhout is aware of his right to discuss this waiver and release with legal counsel, and agrees that he does not need any additional time within which to review and consider this Agreement or to engage in further discussions with legal counsel

- vii. Robert Buckhout has seven days following the Parties' full and complete execution of this Agreement to revoke this Agreement in writing (the date of expiration of this seven-day period shall be referred to herein as the "Effective Date"); and
- viii. This Agreement shall not be effective until the Effective Date.

MISCELLANEOUS

NO REPRESENTATION OF TAX LIABILITIES

No Party, including the attorneys for any Party, has made any representations or warranties regarding whether the Settlement Proceeds are subject to taxation. The CITY does not bear any responsibility for tax liability that may arise as a result of the Settlement Proceeds. Robert Buckhout agrees to assume any responsibility for payment of taxes for any of the Settlement Proceeds. Robert Buckhout agrees to indemnify and hold the CITY and all RELEASEES harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement. Plaintiff and his counsel each agree to be jointly and severally liable for indemnifying and holding CITY, its agents, attorneys and assigns, harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement and/or for any liability that may be incurred as a result of any dispute over payment of the Settlement Proceeds arising between Robert Buckhout and his counsel.

NO PRIOR ASSIGNMENTS

Robert Buckhout represents that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein against the CITY.

ENFORCEMENT

This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of Robert Buckhout, State of California. The Parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties allege a breach of this Agreement or seek to enforce its terms, conditions, provisions, or obligations.

COVENANT TO EFFECTUATE AGREEMENT

Each Party hereto agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.

NO DURESS OR UNDUE INFLUENCE

The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Agreement.

SEVERABILITY

In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect Execution of Counterparts.

COUNTERPARTS

This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

SIGNATURES

The undersigned acknowledge and agree to the terms of this Settlement Agreement and Mutual General Release:

Robert Buckhout

Chuck Reynolds, Mayor

SETTLEMENT AGREEMENT AND RELEASE BETWEEN CHRIS TENNS AND CITY OF OROVILLE

PARTIES:

The parties to this Settlement Agreement and Mutual General Release (the "AGREEMENT") are Chris Tenns and the City Oroville Fire Department ("CITY") (collectively "Parties").

RECITALS:

1. On October 26, 2013, Chris Tenns was hired by the CITY. Chris Tenns is currently ranked as Interim Fire Chief for the CITY's Fire Department.
2. Chris Tenns is a current member of the CITY and is a member of the Oroville Firefighters Managers.
3. On Chris Tenns, the CITY and the Oroville Fire Managers have reached a tentative agreement to meet and confer in good faith with regards to Oroville Fire Manager's transition from CITY service employment to service employment by the State of California, Department of Forestry and Fire Protection ("CAL FIRE"), whereby the CITY and Oroville Fire Managers agreed to negotiated terms and conditions which shall be applicable to the transition of CITY Fire Department to CAL FIRE.
4. Upon transition, the CITY will make a one-time, lump sum pre-tax contribution of \$20,000.00 to Chris Tenns' Section 457 deferred compensation plan. The CITY shall make this payment to Chris Tenns no later than July 15, 2022.

RELEASES AND WAIVERS

In exchange for the promises set forth herein, Chris Tenns hereby releases, acquits, and forever discharges the CITY, its past and present Chris Tenns's, agents, officers, representatives, insurers, and attorneys, from any and all grievances, claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected Chris Tenns's Claims, which Chris Tenns now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred, or was in effect at any time up to and including the Effective Date of this Agreement, without regard to whether Chris Tenns Claims arise under federal, state or local constitutions, statutes, rules, regulations, or common law.

CIVIL CODE SECTION 1542 WAIVER

The Parties each hereby waive any and all rights that they may have pursuant to California Civil Code section 1542, which reads as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE**

RELEASE, AND THAT IF KNOWN BY HIM, WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Chris Tenns acknowledges that Chris Tenns has read all of this AGREEMENT, including the above Civil Code section, and that Chris Tenns fully understands both the AGREEMENT and the Civil Code section. Chris Tenns waives any benefits and rights granted to Chris Tenns pursuant to Civil Code section 1542.

AGE DISCRIMINATION WAIVER AND RELEASE

The Age Discrimination in Employment Act of 1967 (“ADEA”) makes it unlawful for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act (“OWBPA”) augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Chris Tenns acknowledges that he is knowingly and voluntarily, for just consideration in addition to anything of value to which Chris Tenns was already entitled, waiving and releasing any rights that he may have under the ADEA and/or OWBPA. Chris Tenns further acknowledges that he has been advised and understands and agrees, pursuant to the provisions of the ADEA and OWBPA, that:

- i. This waiver/release is written in a manner understood by Chris Tenns
- ii. Chris Tenns is aware of and has been advised of his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims that [he/she] currently may have under the ADEA, OWBPA, or similar age discrimination laws;
- iii. Chris Tenns is entitled to a reasonable time of at least 21 days within which to review and consider this Agreement, and the waiver and release of any rights that he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the 21 days;
- iv. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the Effective Date of this Agreement
- v. Chris Tenns has been advised that she should consult with an attorney prior to executing this Agreement
- vi. Chris Tenns is aware of his right to discuss this waiver and release with legal counsel, and agrees that he does not need any additional time within which to review and consider this Agreement or to engage in further discussions with legal counsel

- vii. Chris Tenns has seven days following the Parties' full and complete execution of this Agreement to revoke this Agreement in writing (the date of expiration of this seven-day period shall be referred to herein as the "Effective Date"); and
- viii. This Agreement shall not be effective until the Effective Date.

MISCELLANEOUS

NO REPRESENTATION OF TAX LIABILITIES

No Party, including the attorneys for any Party, has made any representations or warranties regarding whether the Settlement Proceeds are subject to taxation. The CITY does not bear any responsibility for tax liability that may arise as a result of the Settlement Proceeds. Chris Tenns agrees to assume any responsibility for payment of taxes for any of the Settlement Proceeds. Chris Tenns agrees to indemnify and hold the CITY and all RELEASEES harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement. Plaintiff and his counsel each agree to be jointly and severally liable for indemnifying and holding CITY, its agents, attorneys and assigns, harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement and/or for any liability that may be incurred as a result of any dispute over payment of the Settlement Proceeds arising between Chris Tenns and his counsel.

NO PRIOR ASSIGNMENTS

Chris Tenns represents that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein against the CITY.

ENFORCEMENT

This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of Chris Tenns, State of California. The Parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties allege a breach of this Agreement or seek to enforce its terms, conditions, provisions, or obligations.

COVENANT TO EFFECTUATE AGREEMENT

Each Party hereto agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.

NO DURESS OR UNDUE INFLUENCE

The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Agreement.

SEVERABILITY

In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect Execution of Counterparts.

COUNTERPARTS

This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

SIGNATURES

The undersigned acknowledge and agree to the terms of this Settlement Agreement and Mutual General Release:

Chris Tenns

Chuck Reynolds, Mayor

SETTLEMENT AGREEMENT AND RELEASE BETWEEN ISAAC RUIZ AND CITY OF OROVILLE

PARTIES:

The parties to this Settlement Agreement and Mutual General Release (the "AGREEMENT") are Isaac Ruiz and the City Oroville Fire Department ("CITY") (collectively "Parties").

RECITALS:

1. On April 17, 2001, Isaac Ruiz was hired by the CITY. Isaac Ruiz is currently ranked as a Battalion Chief for the CITY's Fire Department.
2. Isaac Ruiz is a current member of the CITY and is a member of the Oroville Firefighters Managers.
3. On Isaac Ruiz, the CITY and the Oroville Fire Managers have reached a tentative agreement to meet and confer in good faith with regards to Oroville Fire Manager's transition from CITY service employment to service employment by the State of California, Department of Forestry and Fire Protection ("CAL FIRE"), whereby the CITY and Oroville Fire Managers agreed to negotiated terms and conditions which shall be applicable to the transition of CITY Fire Department to CAL FIRE.
4. The CITY will contribute to the State's retiree medical trust in exchange for service credit applicable to the State's retiree medical vesting schedule.

RELEASES AND WAIVERS

In exchange for the promises set forth herein, Isaac Ruiz hereby releases, acquits, and forever discharges the CITY, its past and present Isaac Ruiz's, agents, officers, representatives, insurers, and attorneys, from any and all grievances, claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected Isaac Ruiz's Claims"), which Isaac Ruiz now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred, or was in effect at any time up to and including the Effective Date of this Agreement, without regard to whether Isaac Ruiz Claims arise under federal, state or local constitutions, statutes, rules, regulations, or common law.

CIVIL CODE SECTION 1542 WAIVER

The Parties each hereby waive any and all rights that they may have pursuant to California Civil Code section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM, WOULD HAVE

**MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR
RELEASED PARTY.**

Isaac Ruiz acknowledges that Isaac Ruiz has read all of this AGREEMENT, including the above Civil Code section, and that Isaac Ruiz fully understands both the AGREEMENT and the Civil Code section. Isaac Ruiz waives any benefits and rights granted to Isaac Ruiz pursuant to Civil Code section 1542.

AGE DISCRIMINATION WAIVER AND RELEASE

The Age Discrimination in Employment Act of 1967 (“ADEA”) makes it unlawful for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act (“OWBPA”) augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Isaac Ruiz acknowledges that he is knowingly and voluntarily, for just consideration in addition to anything of value to which Isaac Ruiz was already entitled, waiving and releasing any rights that he may have under the ADEA and/or OWBPA. Isaac Ruiz further acknowledges that he has been advised and understands and agrees, pursuant to the provisions of the ADEA and OWBPA, that:

- i. This waiver/release is written in a manner understood by Isaac Ruiz
- ii. Robert Buckhout is aware of and has been advised of his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims that [he/she] currently may have under the ADEA, OWBPA, or similar age discrimination laws;
- iii. Isaac Ruiz is entitled to a reasonable time of at least 21 days within which to review and consider this Agreement, and the waiver and release of any rights that he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the 21 days;
- iv. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the Effective Date of this Agreement
- v. Isaac Ruiz has been advised that she should consult with an attorney prior to executing this Agreement
- vi. Isaac Ruiz is aware of his right to discuss this waiver and release with legal counsel, and agrees that he does not need any additional time within which to review and consider this Agreement or to engage in further discussions with legal counsel

- vii. Isaac Ruiz has seven days following the Parties' full and complete execution of this Agreement to revoke this Agreement in writing (the date of expiration of this seven-day period shall be referred to herein as the "Effective Date"); and
- viii. This Agreement shall not be effective until the Effective Date.

MISCELLANEOUS

NO REPRESENTATION OF TAX LIABILITIES

No Party, including the attorneys for any Party, has made any representations or warranties regarding whether the Settlement Proceeds are subject to taxation. The CITY does not bear any responsibility for tax liability that may arise as a result of the Settlement Proceeds. Isaac Ruiz agrees to assume any responsibility for payment of taxes for any of the Settlement Proceeds. Isaac Ruiz agrees to indemnify and hold the CITY and all RELEASEES harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement. Plaintiff and his counsel each agree to be jointly and severally liable for indemnifying and holding CITY, its agents, attorneys and assigns, harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement and/or for any liability that may be incurred as a result of any dispute over payment of the Settlement Proceeds arising between Isaac Ruiz and his counsel.

NO PRIOR ASSIGNMENTS

Isaac Ruiz represents that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein against the CITY.

ENFORCEMENT

This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of Isaac Ruiz, State of California. The Parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties allege a breach of this Agreement or seek to enforce its terms, conditions, provisions, or obligations.

COVENANT TO EFFECTUATE AGREEMENT

Each Party hereto agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.

NO DURESS OR UNDUE INFLUENCE

The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Agreement.

SEVERABILITY

In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect Execution of Counterparts.

COUNTERPARTS

This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

SIGNATURES

The undersigned acknowledge and agree to the terms of this Settlement Agreement and Mutual General Release:

Isaac Ruiz

Chuck Reynolds, Mayor

SETTLEMENT AGREEMENT AND RELEASE BETWEEN MARNIE GEDNEY AND CITY OF OROVILLE

PARTIES:

The parties to this Settlement Agreement and Mutual General Release (the "AGREEMENT") are Marnie Gedney and the City Oroville Fire Department ("CITY") (collectively "Parties").

RECITALS:

1. On October 11, 2007, Marnie Gedney was hired by the CITY. Marnie Gedney is currently ranked as a Fire Engineer for the CITY's Fire Department.
2. Marnie Gedney] is a current member of the CITY and is a member of the Oroville Firefighters Association ("OFFA").
3. The CITY and the OFFA have reached a tentative agreement to meet and confer in good faith with regards to OFFA's transition from CITY service employment to service employment by the State of California, Department of Forestry and Fire Protection ("CAL FIRE"), whereby the CITY and OFFA agreed to negotiated terms and conditions which shall be applicable to the transition of CITY Fire Department to CAL FIRE.
4. The CITY will contribute to the State's retiree medical trust in exchange for service credit applicable to the State's retiree medical vesting schedule.

RELEASES AND WAIVERS

In exchange for the promises set forth herein, Marnie Gedney hereby releases, acquits, and forever discharges the CITY, its past and present Marnie Gedney's, agents, officers, representatives, insurers, and attorneys, from any and all grievances, claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected Marnie Gedney's Claims, which Marnie Gedney now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred, or was in effect at any time up to and including the Effective Date of this Agreement, without regard to whether Marnie Gedney's Claims arise under federal, state or local constitutions, statutes, rules, regulations, or common law.

CIVIL CODE SECTION 1542 WAIVER

The Parties each hereby waive any and all rights that they may have pursuant to California Civil Code section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HER, WOULD HAVE

**MATERIALLY AFFECTED HER SETTLEMENT WITH THE DEBTOR OR
RELEASED PARTY.**

Marnie Gedney acknowledges that Marnie Gedney has read all of this AGREEMENT, including the above Civil Code section, and that Marnie Gedney fully understands both the AGREEMENT and the Civil Code section. Marnie Gedney waives any benefits and rights granted to Marnie Gedney pursuant to Civil Code section 1542.

AGE DISCRIMINATION WAIVER AND RELEASE

The Age Discrimination in Employment Act of 1967 (“ADEA”) makes it unlawful for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act (“OWBPA”) augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Marnie Gedney acknowledges that she is knowingly and voluntarily, for just consideration in addition to anything of value to which Marnie Gedney was already entitled, waiving and releasing any rights that she may have under the ADEA and/or OWBPA. Marnie Gedney further acknowledges that she has been advised and understands and agrees, pursuant to the provisions of the ADEA and OWBPA, that:

- i. This waiver/release is written in a manner understood by Marnie Gedney
- ii. Marnie Gedney is aware of and has been advised of her rights under the ADEA and OWBPA, and of the legal significance of her waiver of any possible claims that [he/she] currently may have under the ADEA, OWBPA, or similar age discrimination laws;
- iii. Marnie Gedney is entitled to a reasonable time of at least 21 days within which to review and consider this Agreement, and the waiver and release of any rights that [he/she] may have under the ADEA, the OWBPA, or similar age discrimination laws, but [he/she] may, in the exercise of her own discretion, sign or reject this Agreement at any time before the expiration of the 21 days;
- iv. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the Effective Date of this Agreement
- v. Marnie Gedney has been advised that she should consult with an attorney prior to executing this Agreement
- vi. Marnie Gedney is aware of her right to discuss this waiver and release with legal counsel, and agrees that she does not need any additional time within which to review and consider this Agreement or to engage in further discussions with legal counsel

- vii. Marnie Gedney has seven days following the Parties' full and complete execution of this Agreement to revoke this Agreement in writing (the date of expiration of this seven-day period shall be referred to herein as the "Effective Date"); and
- viii. This Agreement shall not be effective until the Effective Date.

MISCELLANEOUS

NO REPRESENTATION OF TAX LIABILITIES

No Party, including the attorneys for any Party, has made any representations or warranties regarding whether the Settlement Proceeds are subject to taxation. The CITY does not bear any responsibility for tax liability that may arise as a result of the Settlement Proceeds. Marnie Gedney agrees to assume any responsibility for payment of taxes for any of the Settlement Proceeds. Marnie Gedney agrees to indemnify and hold the CITY and all RELEASEES harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement. Plaintiff and his counsel each agree to be jointly and severally liable for indemnifying and holding CITY, its agents, attorneys and assigns, harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement and/or for any liability that may be incurred as a result of any dispute over payment of the Settlement Proceeds arising between Marnie Gedney and her counsel.

NO PRIOR ASSIGNMENTS

Marnie Gedney represents that she has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein against the CITY.

ENFORCEMENT

This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of Marnie Gedney, State of California. The Parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties allege a breach of this Agreement or seek to enforce its terms, conditions, provisions, or obligations.

COVENANT TO EFFECTUATE AGREEMENT

Each Party hereto agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.

NO DURESS OR UNDUE INFLUENCE

The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Agreement.

SEVERABILITY

In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect Execution of Counterparts.

COUNTERPARTS

This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

SIGNATURES

The undersigned acknowledge and agree to the terms of this Settlement Agreement and Mutual General Release:

Marnie Gedney

Chuck Reynolds, Mayor

SETTLEMENT AGREEMENT AND RELEASE BETWEEN DONALD ROBINSON AND CITY OF OROVILLE

PARTIES:

The parties to this Settlement Agreement and Mutual General Release (the "AGREEMENT") are Donald Robinson and the City Oroville Fire Department ("CITY") (collectively "Parties").

RECITALS:

1. On July 8, 2011, Donald Robinson was hired by the CITY. Donald Robinson is currently ranked as a Fire Captain for the CITY's Fire Department.
2. Donald Robinson is a current member of the CITY and is a member of the Oroville Firefighters Association ("OFFA").
3. The CITY and the OFFA have reached a tentative agreement to meet and confer in good faith with regards to OFFA's transition from CITY service employment to service employment by the State of California, Department of Forestry and Fire Protection ("CAL FIRE"), whereby the CITY and OFFA agreed to negotiated terms and conditions which shall be applicable to the transition of CITY Fire Department to CAL FIRE.
4. Upon transition, the CITY will make a one-time, lump sum pre-tax contribution of \$8,434.00 to Robinson's Section 457 deferred compensation plan. The CITY shall make this payment to Robinson no later than July 15, 2022.

RELEASES AND WAIVERS

In exchange for the promises set forth herein, Donald Robinson hereby releases, acquits, and forever discharges the CITY, its past and present Donald Robinson's, agents, officers, representatives, insurers, and attorneys, from any and all grievances, claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected Donald Robinson's Claims, which Donald Robinson now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred, or was in effect at any time up to and including the Effective Date of this Agreement, without regard to whether Donald Robinson's Claims arise under federal, state or local constitutions, statutes, rules, regulations, or common law.

CIVIL CODE SECTION 1542 WAIVER

The Parties each hereby waive any and all rights that they may have pursuant to California Civil Code section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT

TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIS, WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Donald Robinson acknowledges that Donald Robinson has read all of this AGREEMENT, including the above Civil Code section, and that Donald Robinson fully understands both the AGREEMENT and the Civil Code section. Donald Robinson waives any benefits and rights granted to Donald Robinson pursuant to Civil Code section 1542.

AGE DISCRIMINATION WAIVER AND RELEASE

The Age Discrimination in Employment Act of 1967 (“ADEA”) makes it unlawful for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act (“OWBPA”) augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Donald Robinson acknowledges that he is knowingly and voluntarily, for just consideration in addition to anything of value to which Donald Robinson was already entitled, waiving and releasing any rights that he may have under the ADEA and/or OWBPA. Donald Robinson further acknowledges that he has been advised and understands and agrees, pursuant to the provisions of the ADEA and OWBPA, that:

- i. This waiver/release is written in a manner understood by Donald Robinson
- ii. Donald Robinson is aware of and has been advised of his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims that [he/he] currently may have under the ADEA, OWBPA, or similar age discrimination laws;
- iii. Donald Robinson is entitled to a reasonable time of at least 21 days within which to review and consider this Agreement, and the waiver and release of any rights that he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the 21 days;
- iv. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the Effective Date of this Agreement
- v. Donald Robinson has been advised that he should consult with an attorney prior to executing this Agreement
- vi. Donald Robinson is aware of his right to discuss this waiver and release with legal counsel, and agrees that he does not need any additional time within which to

review and consider this Agreement or to engage in further discussions with legal counsel

- vii. Donald Robinson has seven days following the Parties' full and complete execution of this Agreement to revoke this Agreement in writing (the date of expiration of this seven-day period shall be referred to herein as the "Effective Date"); and
- viii. This Agreement shall not be effective until the Effective Date.

MISCELLANEOUS

NO REPRESENTATION OF TAX LIABILITIES

No Party, including the attorneys for any Party, has made any representations or warranties regarding whether the Settlement Proceeds are subject to taxation. The CITY does not bear any responsibility for tax liability that may arise as a result of the Settlement Proceeds. Donald Robinson agrees to assume any responsibility for payment of taxes for any of the Settlement Proceeds. Donald Robinson agrees to indemnify and hold the CITY and all RELEASEES harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement. Plaintiff and his counsel each agree to be jointly and severally liable for indemnifying and holding CITY, its agents, attorneys and assigns, harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement and/or for any liability that may be incurred as a result of any dispute over payment of the Settlement Proceeds arising between Donald Robinson and his counsel.

NO PRIOR ASSIGNMENTS

Donald Robinson represents that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein against the CITY.

ENFORCEMENT

This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of Donald Robinson, State of California. The Parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties allege a breach of this Agreement or seek to enforce its terms, conditions, provisions, or obligations.

COVENANT TO EFFECTUATE AGREEMENT

Each Party hereto agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.

NO DURESS OR UNDUE INFLUENCE

The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Agreement.

SEVERABILITY

In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect Execution of Counterparts.

COUNTERPARTS

This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

SIGNATURES

The undersigned acknowledge and agree to the terms of this Settlement Agreement and Mutual General Release:

Donald Robinson

Chuck Reynolds, Mayor

SETTLEMENT AGREEMENT AND RELEASE BETWEEN AARON COPELAND AND CITY OF OROVILLE

PARTIES:

The parties to this Settlement Agreement and Mutual General Release (the "AGREEMENT") are Aaron Copeland and the City Oroville Fire Department ("CITY") (collectively "Parties").

RECITALS:

1. On July 4, 2005, Aaron Copeland was hired by the CITY. Aaron Copeland is currently ranked as a Fire Captain for the CITY's Fire Department.
2. Aaron Copeland is a current member of the CITY and is a member of the Oroville Firefighters Association ("OFFA").
3. The CITY and the OFFA have reached a tentative agreement to meet and confer in good faith with regards to OFFA's transition from CITY service employment to service employment by the State of California, Department of Forestry and Fire Protection ("CAL FIRE"), whereby the CITY and OFFA agreed to negotiated terms and conditions which shall be applicable to the transition of CITY Fire Department to CAL FIRE.
4. Upon transition, the CITY will make a one-time, lump sum pre-tax contribution of \$8,434.00 to Copeland's Section 457 deferred compensation plan. The CITY shall make this payment to Copeland no later than July 15, 2022.

RELEASES AND WAIVERS

In exchange for the promises set forth herein, Aaron Copeland hereby releases, acquits, and forever discharges the CITY, its past and present Aaron Copeland's, agents, officers, representatives, insurers, and attorneys, from any and all grievances, claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected Aaron Copeland's Claims, which Aaron Copeland now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred, or was in effect at any time up to and including the Effective Date of this Agreement, without regard to whether Aaron Copeland's Claims arise under federal, state or local constitutions, statutes, rules, regulations, or common law.

CIVIL CODE SECTION 1542 WAIVER

The Parties each hereby waive any and all rights that they may have pursuant to California Civil Code section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT

TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIS, WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Aaron Copeland acknowledges that Aaron Copeland has read all of this AGREEMENT, including the above Civil Code section, and that Aaron Copeland fully understands both the AGREEMENT and the Civil Code section. Aaron Copeland waives any benefits and rights granted to Aaron Copeland pursuant to Civil Code section 1542.

AGE DISCRIMINATION WAIVER AND RELEASE

The Age Discrimination in Employment Act of 1967 (“ADEA”) makes it unlawful for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act (“OWBPA”) augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Aaron Copeland acknowledges that he is knowingly and voluntarily, for just consideration in addition to anything of value to which Aaron Copeland was already entitled, waiving and releasing any rights that he may have under the ADEA and/or OWBPA. Aaron Copeland further acknowledges that he has been advised and understands and agrees, pursuant to the provisions of the ADEA and OWBPA, that:

- i. This waiver/release is written in a manner understood by Aaron Copeland
- ii. Aaron Copeland is aware of and has been advised of his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims that [he/he] currently may have under the ADEA, OWBPA, or similar age discrimination laws;
- iii. Aaron Copeland is entitled to a reasonable time of at least 21 days within which to review and consider this Agreement, and the waiver and release of any rights that he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the 21 days;
- iv. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the Effective Date of this Agreement
- v. Aaron Copeland has been advised that he should consult with an attorney prior to executing this Agreement
- vi. Aaron Copeland is aware of his right to discuss this waiver and release with legal counsel, and agrees that he does not need any additional time within which to

review and consider this Agreement or to engage in further discussions with legal counsel

- vii. Aaron Copeland has seven days following the Parties' full and complete execution of this Agreement to revoke this Agreement in writing (the date of expiration of this seven-day period shall be referred to herein as the "Effective Date"); and
- viii. This Agreement shall not be effective until the Effective Date.

MISCELLANEOUS

NO REPRESENTATION OF TAX LIABILITIES

No Party, including the attorneys for any Party, has made any representations or warranties regarding whether the Settlement Proceeds are subject to taxation. The CITY does not bear any responsibility for tax liability that may arise as a result of the Settlement Proceeds. Aaron Copeland agrees to assume any responsibility for payment of taxes for any of the Settlement Proceeds. Aaron Copeland agrees to indemnify and hold the CITY and all RELEASEES harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement. Plaintiff and his counsel each agree to be jointly and severally liable for indemnifying and holding CITY, its agents, attorneys and assigns, harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement and/or for any liability that may be incurred as a result of any dispute over payment of the Settlement Proceeds arising between Aaron Copeland and his counsel.

NO PRIOR ASSIGNMENTS

Aaron Copeland represents that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein against the CITY.

ENFORCEMENT

This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of Aaron Copeland, State of California. The Parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties allege a breach of this Agreement or seek to enforce its terms, conditions, provisions, or obligations.

COVENANT TO EFFECTUATE AGREEMENT

Each Party hereto agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.

NO DURESS OR UNDUE INFLUENCE

The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Agreement.

SEVERABILITY

In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect Execution of Counterparts.

COUNTERPARTS

This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

SIGNATURES

The undersigned acknowledge and agree to the terms of this Settlement Agreement and Mutual General Release:

Aaron Copeland

Chuck Reynolds, Mayor

SETTLEMENT AGREEMENT AND RELEASE BETWEEN JUSTIN KHAN AND CITY OF OROVILLE

PARTIES:

The parties to this Settlement Agreement and Mutual General Release (the "AGREEMENT") are Justin Khan and the City Oroville Fire Department ("CITY") (collectively "Parties").

RECITALS:

1. On June 26, 2015, Justin Khan was hired by the CITY. Justin Khan is currently ranked as a Fire Captain for the CITY's Fire Department.
2. Justin Khan is a current member of the CITY and is a member of the Oroville Firefighters Association ("OFFA").
3. The CITY and the OFFA have reached a tentative agreement to meet and confer in good faith with regards to OFFA's transition from CITY service employment to service employment by the State of California, Department of Forestry and Fire Protection ("CAL FIRE"), whereby the CITY and OFFA agreed to negotiated terms and conditions which shall be applicable to the transition of CITY Fire Department to CAL FIRE.
4. Upon transition, the CITY will make a one-time, lump sum pre-tax contribution of \$8,434.00 to Kahn's Section 457 deferred compensation plan. The CITY shall make this payment to Kahn no later than July 15, 2022.

RELEASES AND WAIVERS

In exchange for the promises set forth herein, Justin Khan hereby releases, acquits, and forever discharges the CITY, its past and present Justin Khan's, agents, officers, representatives, insurers, and attorneys, from any and all grievances, claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected Justin Khan's Claims, which Justin Khan now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred, or was in effect at any time up to and including the Effective Date of this Agreement, without regard to whether Justin Khan's Claims arise under federal, state or local constitutions, statutes, rules, regulations, or common law.

CIVIL CODE SECTION 1542 WAIVER

The Parties each hereby waive any and all rights that they may have pursuant to California Civil Code section 1542, which reads as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE**

RELEASE, AND THAT IF KNOWN BY HIS, WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Justin Khan acknowledges that Justin Khan has read all of this AGREEMENT, including the above Civil Code section, and that Justin Khan fully understands both the AGREEMENT and the Civil Code section. Justin Khan waives any benefits and rights granted to Justin Khan pursuant to Civil Code section 1542.

AGE DISCRIMINATION WAIVER AND RELEASE

The Age Discrimination in Employment Act of 1967 (“ADEA”) makes it unlawful for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act (“OWBPA”) augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Justin Khan acknowledges that he is knowingly and voluntarily, for just consideration in addition to anything of value to which Justin Khan was already entitled, waiving and releasing any rights that he may have under the ADEA and/or OWBPA. Justin Khan further acknowledges that he has been advised and understands and agrees, pursuant to the provisions of the ADEA and OWBPA, that:

- i. This waiver/release is written in a manner understood by Justin Khan
- ii. Justin Khan is aware of and has been advised of his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims that [he/he] currently may have under the ADEA, OWBPA, or similar age discrimination laws;
- iii. Justin Khan is entitled to a reasonable time of at least 21 days within which to review and consider this Agreement, and the waiver and release of any rights that he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the 21 days;
- iv. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the Effective Date of this Agreement
- v. Justin Khan has been advised that he should consult with an attorney prior to executing this Agreement
- vi. Justin Khan is aware of his right to discuss this waiver and release with legal counsel, and agrees that he does not need any additional time within which to review and consider this Agreement or to engage in further discussions with legal counsel

- vii. Justin Khan has seven days following the Parties' full and complete execution of this Agreement to revoke this Agreement in writing (the date of expiration of this seven-day period shall be referred to herein as the "Effective Date"); and
- viii. This Agreement shall not be effective until the Effective Date.

MISCELLANEOUS

NO REPRESENTATION OF TAX LIABILITIES

No Party, including the attorneys for any Party, has made any representations or warranties regarding whether the Settlement Proceeds are subject to taxation. The CITY does not bear any responsibility for tax liability that may arise as a result of the Settlement Proceeds. Justin Khan agrees to assume any responsibility for payment of taxes for any of the Settlement Proceeds. Justin Khan agrees to indemnify and hold the CITY and all RELEASEES harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement. Plaintiff and his counsel each agree to be jointly and severally liable for indemnifying and holding CITY, its agents, attorneys and assigns, harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement and/or for any liability that may be incurred as a result of any dispute over payment of the Settlement Proceeds arising between Justin Khan and his counsel.

NO PRIOR ASSIGNMENTS

Justin Khan represents that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein against the CITY.

ENFORCEMENT

This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of Justin Khan, State of California. The Parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties allege a breach of this Agreement or seek to enforce its terms, conditions, provisions, or obligations.

COVENANT TO EFFECTUATE AGREEMENT

Each Party hereto agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.

NO DURESS OR UNDUE INFLUENCE

The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Agreement.

SEVERABILITY

In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect Execution of Counterparts.

COUNTERPARTS

This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

SIGNATURES

The undersigned acknowledge and agree to the terms of this Settlement Agreement and Mutual General Release:

Justin Khan

Chuck Reynolds, Mayor

SETTLEMENT AGREEMENT AND RELEASE BETWEEN CHRIS PERONDI AND CITY OF OROVILLE

PARTIES:

The parties to this Settlement Agreement and Mutual General Release (the "AGREEMENT") are Chris Perondi and the City Oroville Fire Department ("CITY") (collectively "Parties").

RECITALS:

1. On March 10, 2014, Chris Perondi was hired by the CITY. Chris Perondi is currently ranked as a Fire Lieutenant for the CITY's Fire Department.
2. Chris Perondi is a current member of the CITY and is a member of the Oroville Firefighters Association ("OFFA").
3. The CITY and the OFFA have reached a tentative agreement to meet and confer in good faith with regards to OFFA's transition from CITY service employment to service employment by the State of California, Department of Forestry and Fire Protection ("CAL FIRE"), whereby the CITY and OFFA agreed to negotiated terms and conditions which shall be applicable to the transition of CITY Fire Department to CAL FIRE.
4. Upon transition, the CITY will make a one-time, lump sum pre-tax contribution of \$8,434.00 to Perondi's Section 457 deferred compensation plan. The CITY shall make this payment to Perondi no later than July 15, 2022.

RELEASES AND WAIVERS

In exchange for the promises set forth herein, Chris Perondi hereby releases, acquits, and forever discharges the CITY, its past and present Chris Perondi's, agents, officers, representatives, insurers, and attorneys, from any and all grievances, claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected Chris Perondi's Claims, which Chris Perondi now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred, or was in effect at any time up to and including the Effective Date of this Agreement, without regard to whether Chris Perondi's Claims arise under federal, state or local constitutions, statutes, rules, regulations, or common law.

CIVIL CODE SECTION 1542 WAIVER

The Parties each hereby waive any and all rights that they may have pursuant to California Civil Code section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE

RELEASE, AND THAT IF KNOWN BY HIS, WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Chris Perondi acknowledges that Chris Perondi has read all of this AGREEMENT, including the above Civil Code section, and that Chris Perondi fully understands both the AGREEMENT and the Civil Code section. Chris Perondi waives any benefits and rights granted to Chris Perondi pursuant to Civil Code section 1542.

AGE DISCRIMINATION WAIVER AND RELEASE

The Age Discrimination in Employment Act of 1967 (“ADEA”) makes it unlawful for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act (“OWBPA”) augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Chris Perondi acknowledges that he is knowingly and voluntarily, for just consideration in addition to anything of value to which Chris Perondi was already entitled, waiving and releasing any rights that he may have under the ADEA and/or OWBPA. Chris Perondi further acknowledges that he has been advised and understands and agrees, pursuant to the provisions of the ADEA and OWBPA, that:

- i. This waiver/release is written in a manner understood by Chris Perondi
- ii. Chris Perondi is aware of and has been advised of his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims that [he/he] currently may have under the ADEA, OWBPA, or similar age discrimination laws;
- iii. Chris Perondi is entitled to a reasonable time of at least 21 days within which to review and consider this Agreement, and the waiver and release of any rights that he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the 21 days;
- iv. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the Effective Date of this Agreement
- v. Chris Perondi has been advised that he should consult with an attorney prior to executing this Agreement
- vi. Chris Perondi is aware of his right to discuss this waiver and release with legal counsel, and agrees that he does not need any additional time within which to review and consider this Agreement or to engage in further discussions with legal counsel

- vii. Chris Perondi has seven days following the Parties' full and complete execution of this Agreement to revoke this Agreement in writing (the date of expiration of this seven-day period shall be referred to herein as the "Effective Date"); and
- viii. This Agreement shall not be effective until the Effective Date.

MISCELLANEOUS

NO REPRESENTATION OF TAX LIABILITIES

No Party, including the attorneys for any Party, has made any representations or warranties regarding whether the Settlement Proceeds are subject to taxation. The CITY does not bear any responsibility for tax liability that may arise as a result of the Settlement Proceeds. Chris Perondi agrees to assume any responsibility for payment of taxes for any of the Settlement Proceeds. Chris Perondi agrees to indemnify and hold the CITY and all RELEASEES harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement. Plaintiff and his counsel each agree to be jointly and severally liable for indemnifying and holding CITY, its agents, attorneys and assigns, harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement and/or for any liability that may be incurred as a result of any dispute over payment of the Settlement Proceeds arising between Chris Perondi and his counsel.

NO PRIOR ASSIGNMENTS

Chris Perondi represents that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein against the CITY.

ENFORCEMENT

This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of Chris Perondi, State of California. The Parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties allege a breach of this Agreement or seek to enforce its terms, conditions, provisions, or obligations.

COVENANT TO EFFECTUATE AGREEMENT

Each Party hereto agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.

NO DURESS OR UNDUE INFLUENCE

The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Agreement.

SEVERABILITY

In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect Execution of Counterparts.

COUNTERPARTS

This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

SIGNATURES

The undersigned acknowledge and agree to the terms of this Settlement Agreement and Mutual General Release:

Chris Perondi

Chuck Reynolds, Mayor

SETTLEMENT AGREEMENT AND RELEASE BETWEEN SCOTT MARGLIN AND CITY OF OROVILLE

PARTIES:

The parties to this Settlement Agreement and Mutual General Release (the "AGREEMENT") are Scott Marglin and the City Oroville Fire Department ("CITY") (collectively "Parties").

RECITALS:

1. On January 27, 2020, Scott Marglin was hired by the CITY. Scott Marglin is currently ranked as a Fire Engineer for the CITY's Fire Department.
2. Scott Marglin is a current member of the CITY and is a member of the Oroville Firefighters Association ("OFFA").
3. The CITY and the OFFA have reached a tentative agreement to meet and confer in good faith with regards to OFFA's transition from CITY service employment to service employment by the State of California, Department of Forestry and Fire Protection ("CAL FIRE"), whereby the CITY and OFFA agreed to negotiated terms and conditions which shall be applicable to the transition of CITY Fire Department to CAL FIRE.
4. Upon transition, the CITY will make a one-time, lump sum pre-tax contribution of \$8,434.00 to Marglin's Section 457 deferred compensation plan. The CITY shall make this payment to Marglin no later than July 15, 2022.

RELEASES AND WAIVERS

In exchange for the promises set forth herein, Scott Marglin hereby releases, acquits, and forever discharges the CITY, its past and present Scott Marglin's, agents, officers, representatives, insurers, and attorneys, from any and all grievances, claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected Scott Marglin's Claims, which Scott Marglin now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred, or was in effect at any time up to and including the Effective Date of this Agreement, without regard to whether Scott Marglin's Claims arise under federal, state or local constitutions, statutes, rules, regulations, or common law.

CIVIL CODE SECTION 1542 WAIVER

The Parties each hereby waive any and all rights that they may have pursuant to California Civil Code section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE

RELEASE, AND THAT IF KNOWN BY HIS, WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Scott Marglin acknowledges that Scott Marglin has read all of this AGREEMENT, including the above Civil Code section, and that Scott Marglin fully understands both the AGREEMENT and the Civil Code section. Scott Marglin waives any benefits and rights granted to Scott Marglin pursuant to Civil Code section 1542.

AGE DISCRIMINATION WAIVER AND RELEASE

The Age Discrimination in Employment Act of 1967 (“ADEA”) makes it unlawful for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act (“OWBPA”) augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Scott Marglin acknowledges that he is knowingly and voluntarily, for just consideration in addition to anything of value to which Scott Marglin was already entitled, waiving and releasing any rights that he may have under the ADEA and/or OWBPA. Scott Marglin further acknowledges that he has been advised and understands and agrees, pursuant to the provisions of the ADEA and OWBPA, that:

- i. This waiver/release is written in a manner understood by Scott Marglin
- ii. Scott Marglin is aware of and has been advised of his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims that [he/he] currently may have under the ADEA, OWBPA, or similar age discrimination laws;
- iii. Scott Marglin is entitled to a reasonable time of at least 21 days within which to review and consider this Agreement, and the waiver and release of any rights that he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the 21 days;
- iv. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the Effective Date of this Agreement
- v. Scott Marglin has been advised that he should consult with an attorney prior to executing this Agreement
- vi. Scott Marglin is aware of his right to discuss this waiver and release with legal counsel, and agrees that he does not need any additional time within which to review and consider this Agreement or to engage in further discussions with legal counsel

- vii. Scott Marglin has seven days following the Parties' full and complete execution of this Agreement to revoke this Agreement in writing (the date of expiration of this seven-day period shall be referred to herein as the "Effective Date"); and
- viii. This Agreement shall not be effective until the Effective Date.

MISCELLANEOUS

NO REPRESENTATION OF TAX LIABILITIES

No Party, including the attorneys for any Party, has made any representations or warranties regarding whether the Settlement Proceeds are subject to taxation. The CITY does not bear any responsibility for tax liability that may arise as a result of the Settlement Proceeds. Scott Marglin agrees to assume any responsibility for payment of taxes for any of the Settlement Proceeds. Scott Marglin agrees to indemnify and hold the CITY and all RELEASEES harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement. Plaintiff and his counsel each agree to be jointly and severally liable for indemnifying and holding CITY, its agents, attorneys and assigns, harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement and/or for any liability that may be incurred as a result of any dispute over payment of the Settlement Proceeds arising between Scott Marglin and his counsel.

NO PRIOR ASSIGNMENTS

Scott Marglin represents that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein against the CITY.

ENFORCEMENT

This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of Scott Marglin, State of California. The Parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties allege a breach of this Agreement or seek to enforce its terms, conditions, provisions, or obligations.

COVENANT TO EFFECTUATE AGREEMENT

Each Party hereto agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.

NO DURESS OR UNDUE INFLUENCE

The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Agreement.

SEVERABILITY

In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect Execution of Counterparts.

COUNTERPARTS

This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

SIGNATURES

The undersigned acknowledge and agree to the terms of this Settlement Agreement and Mutual General Release:

Scott Marglin

Chuck Reynolds, Mayor

SETTLEMENT AGREEMENT AND RELEASE BETWEEN JOEL HARPER AND CITY OF OROVILLE

PARTIES:

The parties to this Settlement Agreement and Mutual General Release (the "AGREEMENT") are Joel Harper and the City Oroville Fire Department ("CITY") (collectively "Parties").

RECITALS:

1. On March 10, 2014, Joel Harper was hired by the CITY. Joel Harper is currently ranked as a Fire Lieutenant for the CITY's Fire Department.
2. Joel Harper is a current member of the CITY and is a member of the Oroville Firefighters Association ("OFFA").
3. The CITY and the OFFA have reached a tentative agreement to meet and confer in good faith with regards to OFFA's transition from CITY service employment to service employment by the State of California, Department of Forestry and Fire Protection ("CAL FIRE"), whereby the CITY and OFFA agreed to negotiated terms and conditions which shall be applicable to the transition of CITY Fire Department to CAL FIRE.
4. Upon transition, the CITY will make a one-time, lump sum pre-tax contribution of \$8,434.00 to Harper's Section 457 deferred compensation plan. The CITY shall make this payment to Harper no later than July 15, 2022.

RELEASES AND WAIVERS

In exchange for the promises set forth herein, Joel Harper hereby releases, acquits, and forever discharges the CITY, its past and present Joel Harper's, agents, officers, representatives, insurers, and attorneys, from any and all grievances, claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected Joel Harper's Claims, which Joel Harper now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred, or was in effect at any time up to and including the Effective Date of this Agreement, without regard to whether Joel Harper's Claims arise under federal, state or local constitutions, statutes, rules, regulations, or common law.

CIVIL CODE SECTION 1542 WAIVER

The Parties each hereby waive any and all rights that they may have pursuant to California Civil Code section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE

RELEASE, AND THAT IF KNOWN BY HIS, WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Joel Harper acknowledges that Joel Harper has read all of this AGREEMENT, including the above Civil Code section, and that Joel Harper fully understands both the AGREEMENT and the Civil Code section. Joel Harper waives any benefits and rights granted to Joel Harper pursuant to Civil Code section 1542.

AGE DISCRIMINATION WAIVER AND RELEASE

The Age Discrimination in Employment Act of 1967 (“ADEA”) makes it unlawful for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act (“OWBPA”) augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Joel Harper acknowledges that he is knowingly and voluntarily, for just consideration in addition to anything of value to which Joel Harper was already entitled, waiving and releasing any rights that he may have under the ADEA and/or OWBPA. Joel Harper further acknowledges that he has been advised and understands and agrees, pursuant to the provisions of the ADEA and OWBPA, that:

- i. This waiver/release is written in a manner understood by Joel Harper
- ii. Joel Harper is aware of and has been advised of his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims that [he/he] currently may have under the ADEA, OWBPA, or similar age discrimination laws;
- iii. Joel Harper is entitled to a reasonable time of at least 21 days within which to review and consider this Agreement, and the waiver and release of any rights that he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the 21 days;
- iv. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the Effective Date of this Agreement
- v. Joel Harper has been advised that he should consult with an attorney prior to executing this Agreement
- vi. Joel Harper is aware of his right to discuss this waiver and release with legal counsel, and agrees that he does not need any additional time within which to review and consider this Agreement or to engage in further discussions with legal counsel

- vii. Joel Harper has seven days following the Parties' full and complete execution of this Agreement to revoke this Agreement in writing (the date of expiration of this seven-day period shall be referred to herein as the "Effective Date"); and
- viii. This Agreement shall not be effective until the Effective Date.

MISCELLANEOUS

NO REPRESENTATION OF TAX LIABILITIES

No Party, including the attorneys for any Party, has made any representations or warranties regarding whether the Settlement Proceeds are subject to taxation. The CITY does not bear any responsibility for tax liability that may arise as a result of the Settlement Proceeds. Joel Harper agrees to assume any responsibility for payment of taxes for any of the Settlement Proceeds. Joel Harper agrees to indemnify and hold the CITY and all RELEASEES harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement. Plaintiff and his counsel each agree to be jointly and severally liable for indemnifying and holding CITY, its agents, attorneys and assigns, harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement and/or for any liability that may be incurred as a result of any dispute over payment of the Settlement Proceeds arising between Joel Harper and his counsel.

NO PRIOR ASSIGNMENTS

Joel Harper represents that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein against the CITY.

ENFORCEMENT

This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of Joel Harper, State of California. The Parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties allege a breach of this Agreement or seek to enforce its terms, conditions, provisions, or obligations.

COVENANT TO EFFECTUATE AGREEMENT

Each Party hereto agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.

NO DURESS OR UNDUE INFLUENCE

The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Agreement.

SEVERABILITY

In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect Execution of Counterparts.

COUNTERPARTS

This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

SIGNATURES

The undersigned acknowledge and agree to the terms of this Settlement Agreement and Mutual General Release:

Joel Harper

Chuck Reynolds, Mayor

SETTLEMENT AGREEMENT AND RELEASE BETWEEN BRAD LARSON AND CITY OF OROVILLE

PARTIES:

The parties to this Settlement Agreement and Mutual General Release (the "AGREEMENT") are Brad Larson and the City Oroville Fire Department ("CITY") (collectively "Parties").

RECITALS:

1. On October 21, 2019, Brad Larson was hired by the CITY. Brad Larson is currently ranked as a Fire Engineer for the CITY's Fire Department.
2. Brad Larson is a current member of the CITY and is a member of the Oroville Firefighters Association ("OFFA").
3. The CITY and the OFFA have reached a tentative agreement to meet and confer in good faith with regards to OFFA's transition from CITY service employment to service employment by the State of California, Department of Forestry and Fire Protection ("CAL FIRE"), whereby the CITY and OFFA agreed to negotiated terms and conditions which shall be applicable to the transition of CITY Fire Department to CAL FIRE.
4. Upon transition, the CITY will make a one-time, lump sum pre-tax contribution of \$8,434.00 to Larson's Section 457 deferred compensation plan. The CITY shall make this payment to Larson no later than July 15, 2022.

RELEASES AND WAIVERS

In exchange for the promises set forth herein, Brad Larson hereby releases, acquits, and forever discharges the CITY, its past and present Brad Larson's, agents, officers, representatives, insurers, and attorneys, from any and all grievances, claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected Brad Larson's Claims, which Brad Larson now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred, or was in effect at any time up to and including the Effective Date of this Agreement, without regard to whether Brad Larson's Claims arise under federal, state or local constitutions, statutes, rules, regulations, or common law.

CIVIL CODE SECTION 1542 WAIVER

The Parties each hereby waive any and all rights that they may have pursuant to California Civil Code section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE

RELEASE, AND THAT IF KNOWN BY HIS, WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Brad Larson acknowledges that Brad Larson has read all of this AGREEMENT, including the above Civil Code section, and that Brad Larson fully understands both the AGREEMENT and the Civil Code section. Brad Larson waives any benefits and rights granted to Brad Larson pursuant to Civil Code section 1542.

AGE DISCRIMINATION WAIVER AND RELEASE

The Age Discrimination in Employment Act of 1967 (“ADEA”) makes it unlawful for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act (“OWBPA”) augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Brad Larson acknowledges that he is knowingly and voluntarily, for just consideration in addition to anything of value to which Brad Larson was already entitled, waiving and releasing any rights that he may have under the ADEA and/or OWBPA. Brad Larson further acknowledges that he has been advised and understands and agrees, pursuant to the provisions of the ADEA and OWBPA, that:

- i. This waiver/release is written in a manner understood by Brad Larson
- ii. Brad Larson is aware of and has been advised of his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims that [he/he] currently may have under the ADEA, OWBPA, or similar age discrimination laws;
- iii. Brad Larson is entitled to a reasonable time of at least 21 days within which to review and consider this Agreement, and the waiver and release of any rights that he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the 21 days;
- iv. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the Effective Date of this Agreement
- v. Brad Larson has been advised that he should consult with an attorney prior to executing this Agreement
- vi. Brad Larson is aware of his right to discuss this waiver and release with legal counsel, and agrees that he does not need any additional time within which to review and consider this Agreement or to engage in further discussions with legal counsel

- vii. Brad Larson has seven days following the Parties' full and complete execution of this Agreement to revoke this Agreement in writing (the date of expiration of this seven-day period shall be referred to herein as the "Effective Date"); and
- viii. This Agreement shall not be effective until the Effective Date.

MISCELLANEOUS

NO REPRESENTATION OF TAX LIABILITIES

No Party, including the attorneys for any Party, has made any representations or warranties regarding whether the Settlement Proceeds are subject to taxation. The CITY does not bear any responsibility for tax liability that may arise as a result of the Settlement Proceeds. Brad Larson agrees to assume any responsibility for payment of taxes for any of the Settlement Proceeds. Brad Larson agrees to indemnify and hold the CITY and all RELEASEES harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement. Plaintiff and his counsel each agree to be jointly and severally liable for indemnifying and holding CITY, its agents, attorneys and assigns, harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement and/or for any liability that may be incurred as a result of any dispute over payment of the Settlement Proceeds arising between Brad Larson and his counsel.

NO PRIOR ASSIGNMENTS

Brad Larson represents that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein against the CITY.

ENFORCEMENT

This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of Brad Larson, State of California. The Parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties allege a breach of this Agreement or seek to enforce its terms, conditions, provisions, or obligations.

COVENANT TO EFFECTUATE AGREEMENT

Each Party hereto agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.

NO DURESS OR UNDUE INFLUENCE

The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Agreement.

SEVERABILITY

In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect Execution of Counterparts.

COUNTERPARTS

This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

SIGNATURES

The undersigned acknowledge and agree to the terms of this Settlement Agreement and Mutual General Release:

Brad Larson

Chuck Reynolds, Mayor

SETTLEMENT AGREEMENT AND RELEASE BETWEEN TYLER WOODARD AND CITY OF OROVILLE

PARTIES:

The parties to this Settlement Agreement and Mutual General Release (the "AGREEMENT") are Tyler Woodard and the City Oroville Fire Department ("CITY") (collectively "Parties").

RECITALS:

1. On June 30, 2010, Tyler Woodard was hired by the CITY. Tyler Woodard is currently ranked as a Fire Engineer for the CITY's Fire Department.
2. Tyler Woodard is a current member of the CITY and is a member of the Oroville Firefighters Association ("OFFA").
3. The CITY and the OFFA have reached a tentative agreement to meet and confer in good faith with regards to OFFA's transition from CITY service employment to service employment by the State of California, Department of Forestry and Fire Protection ("CAL FIRE"), whereby the CITY and OFFA agreed to negotiated terms and conditions which shall be applicable to the transition of CITY Fire Department to CAL FIRE.
4. Upon transition, the CITY will make a one-time, lump sum pre-tax contribution of \$8,434.00 to Woodard's Section 457 deferred compensation plan. The CITY shall make this payment to Woodard no later than July 15, 2022.

RELEASES AND WAIVERS

In exchange for the promises set forth herein, Tyler Woodard hereby releases, acquits, and forever discharges the CITY, its past and present Tyler Woodard's, agents, officers, representatives, insurers, and attorneys, from any and all grievances, claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected Tyler Woodard's Claims, which Tyler Woodard now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred, or was in effect at any time up to and including the Effective Date of this Agreement, without regard to whether Tyler Woodard's Claims arise under federal, state or local constitutions, statutes, rules, regulations, or common law.

CIVIL CODE SECTION 1542 WAIVER

The Parties each hereby waive any and all rights that they may have pursuant to California Civil Code section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE

RELEASE, AND THAT IF KNOWN BY HIS, WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Tyler Woodard acknowledges that Tyler Woodard has read all of this AGREEMENT, including the above Civil Code section, and that Tyler Woodard fully understands both the AGREEMENT and the Civil Code section. Tyler Woodard waives any benefits and rights granted to Tyler Woodard pursuant to Civil Code section 1542.

AGE DISCRIMINATION WAIVER AND RELEASE

The Age Discrimination in Employment Act of 1967 (“ADEA”) makes it unlawful for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act (“OWBPA”) augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Tyler Woodard acknowledges that he is knowingly and voluntarily, for just consideration in addition to anything of value to which Tyler Woodard was already entitled, waiving and releasing any rights that he may have under the ADEA and/or OWBPA. Tyler Woodard further acknowledges that he has been advised and understands and agrees, pursuant to the provisions of the ADEA and OWBPA, that:

- i. This waiver/release is written in a manner understood by Tyler Woodard
- ii. Tyler Woodard is aware of and has been advised of his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims that [he/he] currently may have under the ADEA, OWBPA, or similar age discrimination laws;
- iii. Tyler Woodard is entitled to a reasonable time of at least 21 days within which to review and consider this Agreement, and the waiver and release of any rights that he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the 21 days;
- iv. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the Effective Date of this Agreement
- v. Tyler Woodard has been advised that he should consult with an attorney prior to executing this Agreement
- vi. Tyler Woodard is aware of his right to discuss this waiver and release with legal counsel, and agrees that he does not need any additional time within which to review and consider this Agreement or to engage in further discussions with legal counsel

- vii. Tyler Woodard has seven days following the Parties' full and complete execution of this Agreement to revoke this Agreement in writing (the date of expiration of this seven-day period shall be referred to herein as the "Effective Date"); and
- viii. This Agreement shall not be effective until the Effective Date.

MISCELLANEOUS

NO REPRESENTATION OF TAX LIABILITIES

No Party, including the attorneys for any Party, has made any representations or warranties regarding whether the Settlement Proceeds are subject to taxation. The CITY does not bear any responsibility for tax liability that may arise as a result of the Settlement Proceeds. Tyler Woodard agrees to assume any responsibility for payment of taxes for any of the Settlement Proceeds. Tyler Woodard agrees to indemnify and hold the CITY and all RELEASEES harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement. Plaintiff and his counsel each agree to be jointly and severally liable for indemnifying and holding CITY, its agents, attorneys and assigns, harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement and/or for any liability that may be incurred as a result of any dispute over payment of the Settlement Proceeds arising between Tyler Woodard and his counsel.

NO PRIOR ASSIGNMENTS

Tyler Woodard represents that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein against the CITY.

ENFORCEMENT

This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of Tyler Woodard, State of California. The Parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties allege a breach of this Agreement or seek to enforce its terms, conditions, provisions, or obligations.

COVENANT TO EFFECTUATE AGREEMENT

Each Party hereto agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.

NO DURESS OR UNDUE INFLUENCE

The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Agreement.

SEVERABILITY

In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect Execution of Counterparts.

COUNTERPARTS

This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

SIGNATURES

The undersigned acknowledge and agree to the terms of this Settlement Agreement and Mutual General Release:

Tyler Woodard

Chuck Reynolds, Mayor

SETTLEMENT AGREEMENT AND RELEASE BETWEEN BRAD LONG AND CITY OF OROVILLE

PARTIES:

The parties to this Settlement Agreement and Mutual General Release (the "AGREEMENT") are Brad Long and the City Oroville Fire Department ("CITY") (collectively "Parties").

RECITALS:

1. On January 27, 2020, Brad Long was hired by the CITY. Brad Long is currently ranked as a Fire Engineer for the CITY's Fire Department.
2. Brad Long is a current member of the CITY and is a member of the Oroville Firefighters Association ("OFFA").
3. The CITY and the OFFA have reached a tentative agreement to meet and confer in good faith with regards to OFFA's transition from CITY service employment to service employment by the State of California, Department of Forestry and Fire Protection ("CAL FIRE"), whereby the CITY and OFFA agreed to negotiated terms and conditions which shall be applicable to the transition of CITY Fire Department to CAL FIRE.
4. Upon transition, the CITY will make a one-time, lump sum pre-tax contribution of \$8,434.00 to Long's Section 457 deferred compensation plan. The CITY shall make this payment to Long no later than July 15, 2022.

RELEASES AND WAIVERS

In exchange for the promises set forth herein, Brad Long hereby releases, acquits, and forever discharges the CITY, its past and present Brad Long's, agents, officers, representatives, insurers, and attorneys, from any and all grievances, claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected Brad Long's Claims, which Brad Long now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred, or was in effect at any time up to and including the Effective Date of this Agreement, without regard to whether Brad Long's Claims arise under federal, state or local constitutions, statutes, rules, regulations, or common law.

CIVIL CODE SECTION 1542 WAIVER

The Parties each hereby waive any and all rights that they may have pursuant to California Civil Code section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE

RELEASE, AND THAT IF KNOWN BY HIS, WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Brad Long acknowledges that Brad Long has read all of this AGREEMENT, including the above Civil Code section, and that Brad Long fully understands both the AGREEMENT and the Civil Code section. Brad Long waives any benefits and rights granted to Brad Long pursuant to Civil Code section 1542.

AGE DISCRIMINATION WAIVER AND RELEASE

The Age Discrimination in Employment Act of 1967 (“ADEA”) makes it unlawful for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act (“OWBPA”) augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Brad Long acknowledges that he is knowingly and voluntarily, for just consideration in addition to anything of value to which Brad Long was already entitled, waiving and releasing any rights that he may have under the ADEA and/or OWBPA. Brad Long further acknowledges that he has been advised and understands and agrees, pursuant to the provisions of the ADEA and OWBPA, that:

- i. This waiver/release is written in a manner understood by Brad Long
- ii. Brad Long is aware of and has been advised of his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims that [he/he] currently may have under the ADEA, OWBPA, or similar age discrimination laws;
- iii. Brad Long is entitled to a reasonable time of at least 21 days within which to review and consider this Agreement, and the waiver and release of any rights that he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the 21 days;
- iv. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the Effective Date of this Agreement
- v. Brad Long has been advised that he should consult with an attorney prior to executing this Agreement
- vi. Brad Long is aware of his right to discuss this waiver and release with legal counsel, and agrees that he does not need any additional time within which to review and consider this Agreement or to engage in further discussions with legal counsel

- vii. Brad Long has seven days following the Parties' full and complete execution of this Agreement to revoke this Agreement in writing (the date of expiration of this seven-day period shall be referred to herein as the "Effective Date"); and
- viii. This Agreement shall not be effective until the Effective Date.

MISCELLANEOUS

NO REPRESENTATION OF TAX LIABILITIES

No Party, including the attorneys for any Party, has made any representations or warranties regarding whether the Settlement Proceeds are subject to taxation. The CITY does not bear any responsibility for tax liability that may arise as a result of the Settlement Proceeds. Brad Long agrees to assume any responsibility for payment of taxes for any of the Settlement Proceeds. Brad Long agrees to indemnify and hold the CITY and all RELEASEES harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement. Plaintiff and his counsel each agree to be jointly and severally liable for indemnifying and holding CITY, its agents, attorneys and assigns, harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement and/or for any liability that may be incurred as a result of any dispute over payment of the Settlement Proceeds arising between Brad Long and his counsel.

NO PRIOR ASSIGNMENTS

Brad Long represents that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein against the CITY.

ENFORCEMENT

This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of Brad Long, State of California. The Parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties allege a breach of this Agreement or seek to enforce its terms, conditions, provisions, or obligations.

COVENANT TO EFFECTUATE AGREEMENT

Each Party hereto agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.

NO DURESS OR UNDUE INFLUENCE

The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Agreement.

SEVERABILITY

In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect Execution of Counterparts.

COUNTERPARTS

This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

SIGNATURES

The undersigned acknowledge and agree to the terms of this Settlement Agreement and Mutual General Release:

Brad Long

Chuck Reynolds, Mayor

SETTLEMENT AGREEMENT AND RELEASE BETWEEN BRENDEN PEREZ AND CITY OF OROVILLE

PARTIES:

The parties to this Settlement Agreement and Mutual General Release (the "AGREEMENT") are Brenden Perez and the City Oroville Fire Department ("CITY") (collectively "Parties").

RECITALS:

1. On August 23, 2021, Brenden Perez was hired by the CITY. Brenden Perez is currently ranked as a Fire Fighter for the CITY's Fire Department.
2. Brenden Perez is a current member of the CITY and is a member of the Oroville Firefighters Association ("OFFA").
3. The CITY and the OFFA have reached a tentative agreement to meet and confer in good faith with regards to OFFA's transition from CITY service employment to service employment by the State of California, Department of Forestry and Fire Protection ("CAL FIRE"), whereby the CITY and OFFA agreed to negotiated terms and conditions which shall be applicable to the transition of CITY Fire Department to CAL FIRE.
4. Upon transition, the CITY will make a one-time, lump sum pre-tax contribution of \$8,434.00 to Perez's Section 457 deferred compensation plan. The CITY shall make this payment to Perez no later than July 15, 2022.

RELEASES AND WAIVERS

In exchange for the promises set forth herein, Brenden Perez hereby releases, acquits, and forever discharges the CITY, its past and present Brenden Perez's, agents, officers, representatives, insurers, and attorneys, from any and all grievances, claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected Brenden Perez's Claims, which Brenden Perez now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred, or was in effect at any time up to and including the Effective Date of this Agreement, without regard to whether Brenden Perez's Claims arise under federal, state or local constitutions, statutes, rules, regulations, or common law.

CIVIL CODE SECTION 1542 WAIVER

The Parties each hereby waive any and all rights that they may have pursuant to California Civil Code section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE

RELEASE, AND THAT IF KNOWN BY HIS, WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Brenden Perez acknowledges that Brenden Perez has read all of this AGREEMENT, including the above Civil Code section, and that Brenden Perez fully understands both the AGREEMENT and the Civil Code section. Brenden Perez waives any benefits and rights granted to Brenden Perez pursuant to Civil Code section 1542.

AGE DISCRIMINATION WAIVER AND RELEASE

The Age Discrimination in Employment Act of 1967 (“ADEA”) makes it unlawful for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act (“OWBPA”) augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Brenden Perez acknowledges that he is knowingly and voluntarily, for just consideration in addition to anything of value to which Brenden Perez was already entitled, waiving and releasing any rights that he may have under the ADEA and/or OWBPA. Brenden Perez further acknowledges that he has been advised and understands and agrees, pursuant to the provisions of the ADEA and OWBPA, that:

- i. This waiver/release is written in a manner understood by Brenden Perez
- ii. Brenden Perez is aware of and has been advised of his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims that [he/he] currently may have under the ADEA, OWBPA, or similar age discrimination laws;
- iii. Brenden Perez is entitled to a reasonable time of at least 21 days within which to review and consider this Agreement, and the waiver and release of any rights that he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the 21 days;
- iv. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the Effective Date of this Agreement
- v. Brenden Perez has been advised that he should consult with an attorney prior to executing this Agreement
- vi. Brenden Perez is aware of his right to discuss this waiver and release with legal counsel, and agrees that he does not need any additional time within which to review and consider this Agreement or to engage in further discussions with legal counsel

- vii. Brenden Perez has seven days following the Parties' full and complete execution of this Agreement to revoke this Agreement in writing (the date of expiration of this seven-day period shall be referred to herein as the "Effective Date"); and
- viii. This Agreement shall not be effective until the Effective Date.

MISCELLANEOUS

NO REPRESENTATION OF TAX LIABILITIES

No Party, including the attorneys for any Party, has made any representations or warranties regarding whether the Settlement Proceeds are subject to taxation. The CITY does not bear any responsibility for tax liability that may arise as a result of the Settlement Proceeds. Brenden Perez agrees to assume any responsibility for payment of taxes for any of the Settlement Proceeds. Brenden Perez agrees to indemnify and hold the CITY and all RELEASEES harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement. Plaintiff and his counsel each agree to be jointly and severally liable for indemnifying and holding CITY, its agents, attorneys and assigns, harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement and/or for any liability that may be incurred as a result of any dispute over payment of the Settlement Proceeds arising between Brenden Perez and his counsel.

NO PRIOR ASSIGNMENTS

Brenden Perez represents that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein against the CITY.

ENFORCEMENT

This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of Brenden Perez, State of California. The Parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties allege a breach of this Agreement or seek to enforce its terms, conditions, provisions, or obligations.

COVENANT TO EFFECTUATE AGREEMENT

Each Party hereto agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.

NO DURESS OR UNDUE INFLUENCE

The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Agreement.

SEVERABILITY

In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect Execution of Counterparts.

COUNTERPARTS

This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

SIGNATURES

The undersigned acknowledge and agree to the terms of this Settlement Agreement and Mutual General Release:

Brenden Perez

Chuck Reynolds, Mayor

SETTLEMENT AGREEMENT AND RELEASE BETWEEN SHEA SHULL AND CITY OF OROVILLE

PARTIES:

The parties to this Settlement Agreement and Mutual General Release (the "AGREEMENT") are Shea Shull and the City Oroville Fire Department ("CITY") (collectively "Parties").

RECITALS:

1. On January 10, 2022, Shea Shull was hired by the CITY. Shea Shull is currently ranked as a Fire Fighter for the CITY's Fire Department.
2. Shea Shull is a current member of the CITY and is a member of the Oroville Firefighters Association ("OFFA").
3. The CITY and the OFFA have reached a tentative agreement to meet and confer in good faith with regards to OFFA's transition from CITY service employment to service employment by the State of California, Department of Forestry and Fire Protection ("CAL FIRE"), whereby the CITY and OFFA agreed to negotiated terms and conditions which shall be applicable to the transition of CITY Fire Department to CAL FIRE.
4. Upon transition, the CITY will make a one-time, lump sum pre-tax contribution of \$8,434.00 to Shull's Section 457 deferred compensation plan. The CITY shall make this payment to Shull no later than July 15, 2022.

RELEASES AND WAIVERS

In exchange for the promises set forth herein, Shea Shull hereby releases, acquits, and forever discharges the CITY, its past and present Shea Shull's, agents, officers, representatives, insurers, and attorneys, from any and all grievances, claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected Shea Shull's Claims, which Shea Shull now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred, or was in effect at any time up to and including the Effective Date of this Agreement, without regard to whether Shea Shull's Claims arise under federal, state or local constitutions, statutes, rules, regulations, or common law.

CIVIL CODE SECTION 1542 WAIVER

The Parties each hereby waive any and all rights that they may have pursuant to California Civil Code section 1542, which reads as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE**

RELEASE, AND THAT IF KNOWN BY HIS, WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Shea Shull acknowledges that Shea Shull has read all of this AGREEMENT, including the above Civil Code section, and that Shea Shull fully understands both the AGREEMENT and the Civil Code section. Shea Shull waives any benefits and rights granted to Shea Shull pursuant to Civil Code section 1542.

AGE DISCRIMINATION WAIVER AND RELEASE

The Age Discrimination in Employment Act of 1967 (“ADEA”) makes it unlawful for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act (“OWBPA”) augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Shea Shull acknowledges that he is knowingly and voluntarily, for just consideration in addition to anything of value to which Shea Shull was already entitled, waiving and releasing any rights that he may have under the ADEA and/or OWBPA. Shea Shull further acknowledges that he has been advised and understands and agrees, pursuant to the provisions of the ADEA and OWBPA, that:

- i. This waiver/release is written in a manner understood by Shea Shull
- ii. Shea Shull is aware of and has been advised of his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims that [he/he] currently may have under the ADEA, OWBPA, or similar age discrimination laws;
- iii. Shea Shull is entitled to a reasonable time of at least 21 days within which to review and consider this Agreement, and the waiver and release of any rights that he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the 21 days;
- iv. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the Effective Date of this Agreement
- v. Shea Shull has been advised that he should consult with an attorney prior to executing this Agreement
- vi. Shea Shull is aware of his right to discuss this waiver and release with legal counsel, and agrees that he does not need any additional time within which to review and consider this Agreement or to engage in further discussions with legal counsel

- vii. Shea Shull has seven days following the Parties' full and complete execution of this Agreement to revoke this Agreement in writing (the date of expiration of this seven-day period shall be referred to herein as the "Effective Date"); and
- viii. This Agreement shall not be effective until the Effective Date.

MISCELLANEOUS

NO REPRESENTATION OF TAX LIABILITIES

No Party, including the attorneys for any Party, has made any representations or warranties regarding whether the Settlement Proceeds are subject to taxation. The CITY does not bear any responsibility for tax liability that may arise as a result of the Settlement Proceeds. Shea Shull agrees to assume any responsibility for payment of taxes for any of the Settlement Proceeds. Shea Shull agrees to indemnify and hold the CITY and all RELEASEES harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement. Plaintiff and his counsel each agree to be jointly and severally liable for indemnifying and holding CITY, its agents, attorneys and assigns, harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement and/or for any liability that may be incurred as a result of any dispute over payment of the Settlement Proceeds arising between Shea Shull and his counsel.

NO PRIOR ASSIGNMENTS

Shea Shull represents that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein against the CITY.

ENFORCEMENT

This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of Shea Shull, State of California. The Parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties allege a breach of this Agreement or seek to enforce its terms, conditions, provisions, or obligations.

COVENANT TO EFFECTUATE AGREEMENT

Each Party hereto agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.

NO DURESS OR UNDUE INFLUENCE

The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Agreement.

SEVERABILITY

In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect Execution of Counterparts.

COUNTERPARTS

This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

SIGNATURES

The undersigned acknowledge and agree to the terms of this Settlement Agreement and Mutual General Release:

Shea Shull

Chuck Reynolds, Mayor

SETTLEMENT AGREEMENT AND RELEASE BETWEEN NIKOLYA GORKAVCHUK AND CITY OF OROVILLE

PARTIES:

The parties to this Settlement Agreement and Mutual General Release (the “AGREEMENT”) are Nikolya Gorkavchuk and the City Oroville Fire Department (“CITY”) (collectively “Parties”).

RECITALS:

1. On January 10, 2022, Nikolya Gorkavchuk was hired by the CITY. Nikolya Gorkavchuk is currently ranked as a Fire Fighter for the CITY’s Fire Department.
2. Nikolya Gorkavchuk is a current member of the CITY and is a member of the Oroville Firefighters Association (“OFFA”).
3. The CITY and the OFFA have reached a tentative agreement to meet and confer in good faith with regards to OFFA’s transition from CITY service employment to service employment by the State of California, Department of Forestry and Fire Protection (“CAL FIRE”), whereby the CITY and OFFA agreed to negotiated terms and conditions which shall be applicable to the transition of CITY Fire Department to CAL FIRE.
4. Upon transition, the CITY will make a one-time, lump sum pre-tax contribution of \$8,434.00 to Gorkavchuk’s Section 457 deferred compensation plan. The CITY shall make this payment to Gorkavchuk no later than July 15, 2022.

RELEASES AND WAIVERS

In exchange for the promises set forth herein, Nikolya Gorkavchuk hereby releases, acquits, and forever discharges the CITY, its past and present Nikolya Gorkavchuk’s, agents, officers, representatives, insurers, and attorneys, from any and all grievances, claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected Nikolya Gorkavchuk’s Claims, which Nikolya Gorkavchuk now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred, or was in effect at any time up to and including the Effective Date of this Agreement, without regard to whether Nikolya Gorkavchuk’s Claims arise under federal, state or local constitutions, statutes, rules, regulations, or common law.

CIVIL CODE SECTION 1542 WAIVER

The Parties each hereby waive any and all rights that they may have pursuant to California Civil Code section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT

TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIS, WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Nikolya Gorkavchuk acknowledges that Nikolya Gorkavchuk has read all of this AGREEMENT, including the above Civil Code section, and that Nikolya Gorkavchuk fully understands both the AGREEMENT and the Civil Code section. Nikolya Gorkavchuk waives any benefits and rights granted to Nikolya Gorkavchuk pursuant to Civil Code section 1542.

AGE DISCRIMINATION WAIVER AND RELEASE

The Age Discrimination in Employment Act of 1967 (“ADEA”) makes it unlawful for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act (“OWBPA”) augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Nikolya Gorkavchuk acknowledges that he is knowingly and voluntarily, for just consideration in addition to anything of value to which Nikolya Gorkavchuk was already entitled, waiving and releasing any rights that he may have under the ADEA and/or OWBPA. Nikolya Gorkavchuk further acknowledges that he has been advised and understands and agrees, pursuant to the provisions of the ADEA and OWBPA, that:

- i. This waiver/release is written in a manner understood by Nikolya Gorkavchuk
- ii. Nikolya Gorkavchuk is aware of and has been advised of his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims that [he/he] currently may have under the ADEA, OWBPA, or similar age discrimination laws;
- iii. Nikolya Gorkavchuk is entitled to a reasonable time of at least 21 days within which to review and consider this Agreement, and the waiver and release of any rights that he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the 21 days;
- iv. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the Effective Date of this Agreement
- v. Nikolya Gorkavchuk has been advised that he should consult with an attorney prior to executing this Agreement
- vi. Nikolya Gorkavchuk is aware of his right to discuss this waiver and release with legal counsel, and agrees that he does not need any additional time within which to

review and consider this Agreement or to engage in further discussions with legal counsel

- vii. Nikolya Gorkavchuk has seven days following the Parties' full and complete execution of this Agreement to revoke this Agreement in writing (the date of expiration of this seven-day period shall be referred to herein as the "Effective Date"); and
- viii. This Agreement shall not be effective until the Effective Date.

MISCELLANEOUS

NO REPRESENTATION OF TAX LIABILITIES

No Party, including the attorneys for any Party, has made any representations or warranties regarding whether the Settlement Proceeds are subject to taxation. The CITY does not bear any responsibility for tax liability that may arise as a result of the Settlement Proceeds. Nikolya Gorkavchuk agrees to assume any responsibility for payment of taxes for any of the Settlement Proceeds. Nikolya Gorkavchuk agrees to indemnify and hold the CITY and all RELEASEES harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement. Plaintiff and his counsel each agree to be jointly and severally liable for indemnifying and holding CITY, its agents, attorneys and assigns, harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement and/or for any liability that may be incurred as a result of any dispute over payment of the Settlement Proceeds arising between Nikolya Gorkavchuk and his counsel.

NO PRIOR ASSIGNMENTS

Nikolya Gorkavchuk represents that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein against the CITY.

ENFORCEMENT

This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of Nikolya Gorkavchuk, State of California. The Parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties allege a breach of this Agreement or seek to enforce its terms, conditions, provisions, or obligations.

COVENANT TO EFFECTUATE AGREEMENT

Each Party hereto agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.

NO DURESS OR UNDUE INFLUENCE

The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Agreement.

SEVERABILITY

In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect Execution of Counterparts.

COUNTERPARTS

This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

SIGNATURES

The undersigned acknowledge and agree to the terms of this Settlement Agreement and Mutual General Release:

Nikolya Gorkavchuk

Chuck Reynolds, Mayor

SETTLEMENT AGREEMENT AND RELEASE BETWEEN NOAH POBLANO AND CITY OF OROVILLE

PARTIES:

The parties to this Settlement Agreement and Mutual General Release (the "AGREEMENT") are Noah Poblano and the City Oroville Fire Department ("CITY") (collectively "Parties").

RECITALS:

1. On January 10, 2022, Noah Poblano was hired by the CITY. Noah Poblano is currently ranked as a Fire Fighter for the CITY's Fire Department.
2. Noah Poblano is a current member of the CITY and is a member of the Oroville Firefighters Association ("OFFA").
3. The CITY and the OFFA have reached a tentative agreement to meet and confer in good faith with regards to OFFA's transition from CITY service employment to service employment by the State of California, Department of Forestry and Fire Protection ("CAL FIRE"), whereby the CITY and OFFA agreed to negotiated terms and conditions which shall be applicable to the transition of CITY Fire Department to CAL FIRE.
4. Upon transition, the CITY will make a one-time, lump sum pre-tax contribution of \$8,434.00 to Poblano's Section 457 deferred compensation plan. The CITY shall make this payment to Poblano no later than July 15, 2022.

RELEASES AND WAIVERS

In exchange for the promises set forth herein, Noah Poblano hereby releases, acquits, and forever discharges the CITY, its past and present Noah Poblano's, agents, officers, representatives, insurers, and attorneys, from any and all grievances, claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected Noah Poblano's Claims, which Noah Poblano now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred, or was in effect at any time up to and including the Effective Date of this Agreement, without regard to whether Noah Poblano's Claims arise under federal, state or local constitutions, statutes, rules, regulations, or common law.

CIVIL CODE SECTION 1542 WAIVER

The Parties each hereby waive any and all rights that they may have pursuant to California Civil Code section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE

RELEASE, AND THAT IF KNOWN BY HIS, WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Noah Poblano acknowledges that Noah Poblano has read all of this AGREEMENT, including the above Civil Code section, and that Noah Poblano fully understands both the AGREEMENT and the Civil Code section. Noah Poblano waives any benefits and rights granted to Noah Poblano pursuant to Civil Code section 1542.

AGE DISCRIMINATION WAIVER AND RELEASE

The Age Discrimination in Employment Act of 1967 (“ADEA”) makes it unlawful for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act (“OWBPA”) augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Noah Poblano acknowledges that he is knowingly and voluntarily, for just consideration in addition to anything of value to which Noah Poblano was already entitled, waiving and releasing any rights that he may have under the ADEA and/or OWBPA. Noah Poblano further acknowledges that he has been advised and understands and agrees, pursuant to the provisions of the ADEA and OWBPA, that:

- i. This waiver/release is written in a manner understood by Noah Poblano
- ii. Noah Poblano is aware of and has been advised of his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims that [he/he] currently may have under the ADEA, OWBPA, or similar age discrimination laws;
- iii. Noah Poblano is entitled to a reasonable time of at least 21 days within which to review and consider this Agreement, and the waiver and release of any rights that he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the 21 days;
- iv. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the Effective Date of this Agreement
- v. Noah Poblano has been advised that he should consult with an attorney prior to executing this Agreement
- vi. Noah Poblano is aware of his right to discuss this waiver and release with legal counsel, and agrees that he does not need any additional time within which to review and consider this Agreement or to engage in further discussions with legal counsel

- vii. Noah Poblano has seven days following the Parties' full and complete execution of this Agreement to revoke this Agreement in writing (the date of expiration of this seven-day period shall be referred to herein as the "Effective Date"); and
- viii. This Agreement shall not be effective until the Effective Date.

MISCELLANEOUS

NO REPRESENTATION OF TAX LIABILITIES

No Party, including the attorneys for any Party, has made any representations or warranties regarding whether the Settlement Proceeds are subject to taxation. The CITY does not bear any responsibility for tax liability that may arise as a result of the Settlement Proceeds. Noah Poblano agrees to assume any responsibility for payment of taxes for any of the Settlement Proceeds. Noah Poblano agrees to indemnify and hold the CITY and all RELEASEES harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement. Plaintiff and his counsel each agree to be jointly and severally liable for indemnifying and holding CITY, its agents, attorneys and assigns, harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement and/or for any liability that may be incurred as a result of any dispute over payment of the Settlement Proceeds arising between Noah Poblano and his counsel.

NO PRIOR ASSIGNMENTS

Noah Poblano represents that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein against the CITY.

ENFORCEMENT

This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of Noah Poblano, State of California. The Parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties allege a breach of this Agreement or seek to enforce its terms, conditions, provisions, or obligations.

COVENANT TO EFFECTUATE AGREEMENT

Each Party hereto agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.

NO DURESS OR UNDUE INFLUENCE

The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Agreement.

SEVERABILITY

In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect Execution of Counterparts.

COUNTERPARTS

This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

SIGNATURES

The undersigned acknowledge and agree to the terms of this Settlement Agreement and Mutual General Release:

Noah Poblano

Chuck Reynolds, Mayor



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: RUTH WRIGHT, ASSISTANT CITY ADMINISTRATOR, ADMINISTRATIVE SERVICES

RE: 2022-23 ADOPTED BUDGET

DATE: JUNE 21, 2022

SUMMARY

The Council will consider approving the 2022/2023 annual budget for the fiscal year 2022-23.

DISCUSSION

The Council is presented a Preliminary Budget, which reflects staff analysis and recommendations, as well as direction given to staff. The Adopted Budget reflects direction given. The Budget, if adopted on June 21, 2022, will be the City's working Budget.

The Preliminary Budget can be viewed at the City's website:
<http://www.cityoforoville.org/services/finance-department/city-budget>

MAJOR HIGHLIGHTS

Fund closures

In an effort to make our fund structure as efficient as possible staff has always worked to keep the fewest number of funds necessary to account for all activities to a minimum. A few funds that are not necessary are slated to be closed at year end. These funds are:

Fund 600, Agency Fund – new Generally Accepted Standards require this fund to be closed. This fund has held deposits payables that isn't considered City money. Staff has identified the correct funds and has moved these payables to the appropriate funds. For example, hangar deposits are now reported in the Airport Fund.

Fund 520, Vehicle Maintenance Fund – this fund has been used to account for City expenses related to upkeep and repairs on City vehicles. It has been included with the City's Internal Service Funds. This is not a requirement, so staff is recommending that

the Vehicle Maintenance fund be closed and a new department in the General Fund be created for Vehicle Maintenance expenses.

Fund 510, Stores Revolving Fund – This is an unnecessary fund that report Citywide office expenses like paper purchases. At the end of each month the expenditures are moved out to the appropriate departments. Expenditures are less than 30,000 annually. Staff is recommending this fund be close and office expenses be allocated to the correct departments at the time of purchase.

Fund 105, Annexation Fund – This is an inactive fund that has had no activity in years. Staff recommends it be formally closed.

New Fire Contract for Services

Beginning July 1, 2022, the City will be contracting out for Fire Services. This contract has been reflected in this current budget draft. Costs have shifted from Salaries and Benefits to Outside Services with another Governmental Agency, Cal Fire. Costs include an annual contract amount of \$4,932,044. Operating costs have been estimated at \$111,500 and Transitional Costs are estimated to be \$1,074,998 which includes employee buyout costs and lingering pension costs. There has been no cost for Fire services allocated to the District Tax Fund.

Road Maintenance, road rehabilitation continues to be a high priority for the City and included in this budget. The City utilizes many sources for road maintenance and is getting many projects done. Careful planning and monitoring have made road projects successful in the prior year. The City is planning for this year and future years projects in a methodical approach.

Mayor and Council Members and City Treasurer stipend increase, the stipends increased \$100 per month for these elected positions. Current stipends are now \$600 for the Mayor and \$500 for Council Members and the City Treasurer.

Insurance increases, the budget reflects an estimated health insurance increase of 10% and a 7% increase in liability insurance.

FISCAL IMPACT

Appropriations as set forth in the Annual Budget.

RECOMMENDATION

Adopt Resolution No. 9061 - A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2022/2023

ATTACHMENTS

2022-23 Annual Budget
Resolution 9061

**CITY OF OROVILLE
RESOLUTION NO. 9061**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE ANNUAL
BUDGET FOR FISCAL YEAR 2022/2023**

WHEREAS, on June 7, 2022, the Finance Director prepared and presented to the City Council a preliminary adopted budget; and

WHEREAS, the 2022/2023 Preliminary Annual Budget, is on file in the Office of the City Clerk; and

WHEREAS, the City Council considered the annual budget at a study on June 14, 2022; and

WHEREAS, a public hearing was held on June 21, 2022 to consider the Annual Budget for Fiscal Year 2022/2023.

NOW, THEREFORE, be it resolved by the Oroville City Council as follows:

1. That the Annual Budget for Fiscal Year 2022/2023 as amended and incorporated herein by the City Council is hereby adopted as the City of Oroville Annual Budget for Fiscal Year 2022/2023.
2. That the City Council may amend the Annual Budget during Fiscal Year 2022/2023.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on June 21, 2022, meeting by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

**CITY OF OROVILLE
ANNUAL BUDGET
FOR THE
FISCAL YEAR
2022-2023**



CITY OF OROVILLE

LIST OF OFFICIALS

CITY COUNCIL

Mayor, **Chuck Reynolds**

Vice Mayor, **Scott Thomson**

Council Member, **Janet Goodson**

Council Member, **Art Hatley**

Council Member, **David Pittman**

Council Member, **Eric Smith**

Council Member, **Krysi Riggs**

CITY OFFICIALS

Elected

City Treasurer, **Karolyn Fairbanks**

Appointed

City Administrator, **Bill LaGrone**

City Attorney, **Scott E Huber**

Assistant City Administrator-Administrative Services Director, **Ruth Wright**

Director of Code Enforcement, **Ron Belser**

Director of Business Assistance and Housing, **Amy Bergstrand**

Assistant Community Development Director, **Dawn Nevers**

Interim Police Chief, **Bill LaGrone**

Acting Fire Chief, **Chris Tenns**

Special Development Projects, **Tom Lando**

MAYOR AND CITY COUNCIL MEMBERS

The City Council is composed of the Mayor,
and six Council Members.

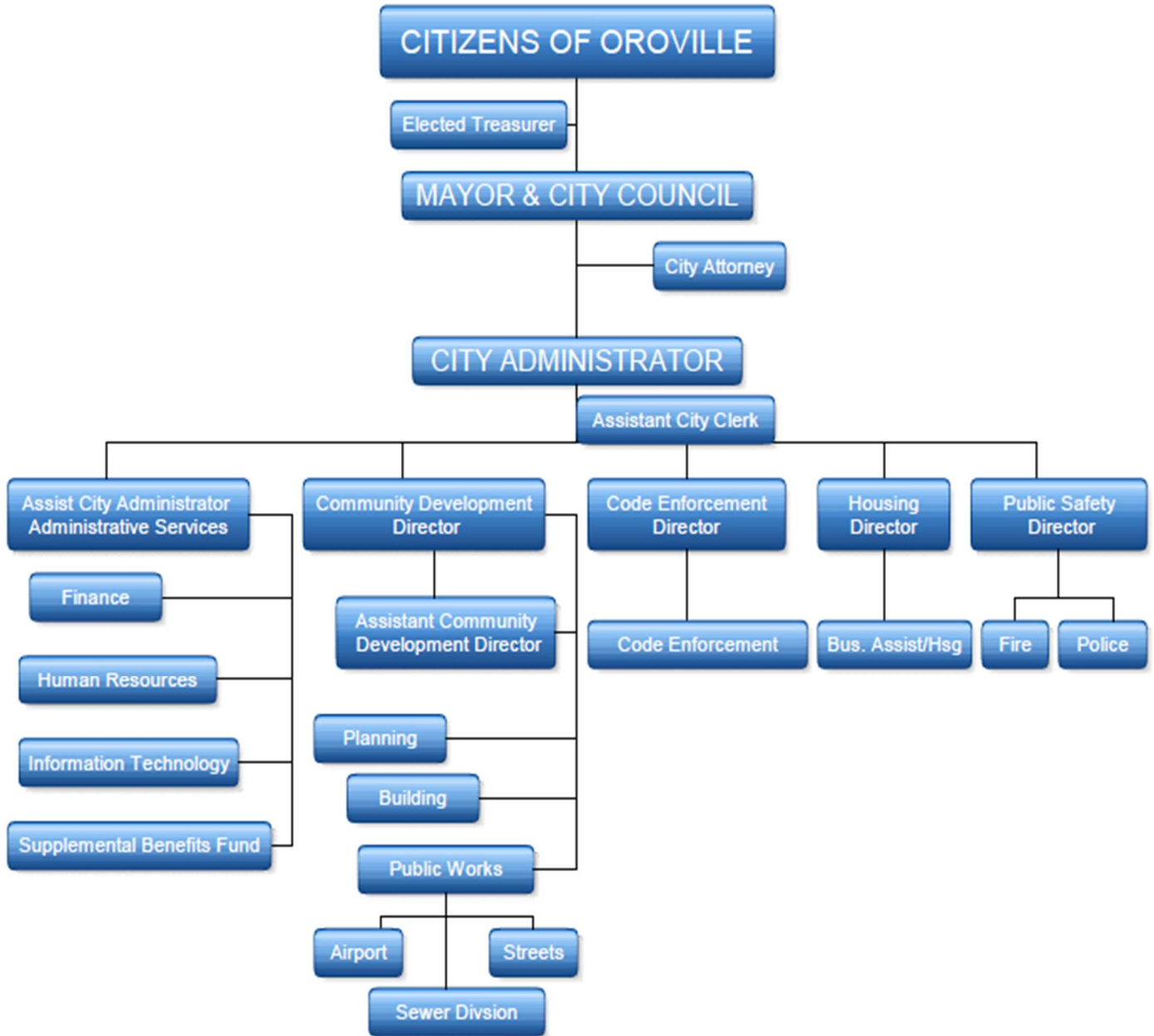
As a legislative body, the Council determines levels of service to the community to promote and protect health, safety, and welfare of the citizens.



Left to right: Council Members, Art Hatley, David Pittman, Krysi Riggs, Scott Thomson, Mayor Chuck Reynolds, Council Member Janet Goodson, and Council Member Eric Smith

CITY OF OROVILLE

Organization Chart





Mission Statement

The City of Oroville is dedicated to serving the public, ensuring the safety and vitality of the community, and promoting prosperity for all.

Vision Statement

The City of Oroville will be a vibrant and thriving Community with strong economic, recreational, and cultural opportunities.

Core Values

- Integrity & Honesty
- Professionalism
- Respect for Others
- Customer Service
- Open Communication
- Accountability
- Teamwork/Cooperation

**CITY OF OROVILLE
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General Fund Detailed Budgets by Department and Major Categories

ALL FUNDS SUMMARY

Item 7.

| FUND | Fund # | Beginning Fund Balance | Revenues & Sources | Expenditures & Uses | Ending Fund Balance |
|------------------------------------------------|--------|------------------------|----------------------|----------------------|----------------------|
| General Fund | 100 | \$ 7,324,891 | \$ 21,725,514 | \$ 21,725,514 | \$ 7,324,891 |
| 1% District Sales Tax Fund | 102 | 6,455,682 | 7,791,150 | 10,234,114 | 4,012,718 |
| Special Revenue Funds | | | | | |
| Asset Seizures | 106 | 157,397 | 368 | 5,000 | 152,765 |
| Local Transportation | 107 | 639,589 | 490,576 | 510,000 | 620,165 |
| Local Transit | 108 | - | - | - | - |
| PEG Fee Fund | 110 | 113,814 | 27,957 | 80,000 | 61,771 |
| CASp Fund | 111 | 19,575 | 1,261 | 5,000 | 15,836 |
| Pension Stabilization Fund | 112 | 4,679,005 | 81,600 | 24,000 | 4,736,605 |
| Recycling Fund | 113 | 33,776 | 31,330 | 51,552 | 13,554 |
| Gas Tax RSTP Fund | 115 | 348,978 | 236,829 | 500,000 | 85,807 |
| Special Gas Tax | 117 | 542,274 | 887,885 | 887,885 | 542,274 |
| Supplemental Benefit Fund | 120 | 1,933,713 | 137,000 | 2,010,500 | 60,213 |
| Impact Fee Funds | | | | | |
| Drainage Impact Fee Fund | 130 | 1,343,472 | 352,582 | 1,001,000 | 695,054 |
| Fire Suppression Impact Fee Fund | 131 | 336,738 | 170,643 | 301,000 | 206,381 |
| Development Impact Fee Fund | 132 | 766,121 | 393,943 | 1,001,000 | 159,064 |
| Law Enforcement Impact Fee Fund | 133 | 452,853 | 260,718 | 10,000 | 703,571 |
| Park Development Fee Fund | 134 | 1,760,640 | 647,812 | 10,000 | 2,398,452 |
| Technology Fee Fund | 135 | 338,427 | 119,135 | 310,000 | 147,562 |
| Thermalito Drainage Fee Fund | 136 | 518,967 | 1,215 | - | 520,182 |
| Traffic Impact Fee Fund | 137 | 3,377,188 | 303,683 | 10,000 | 3,670,871 |
| Grant Funds | | | | | |
| Planning Grants | 152 | 34,478 | 200,000 | 200,000 | 34,478 |
| Police Supplemental Law Enforcement | 153 | 231,452 | 176,363 | 245,000 | 162,815 |
| Public Safety Augmentation | 154 | 237,884 | 148,364 | 350,000 | 36,248 |
| Special Districts | | | | | |
| Landscape/Lighting Maintenance Dist | 170 | 63,318 | 53,209 | 53,078 | 63,449 |
| Benefit Assessment Districts | 190 | 15,041 | 1,007 | 10,561 | 5,488 |
| Westside Public Safety Facility 2006-1 | 200 | 766,023 | 90,587 | 3,050 | 853,560 |
| Public Safety Services 2006-2 | 201 | 807,385 | 88,950 | 3,050 | 893,285 |
| Business Assistance/Housing Development | | | | | |
| Housing Program Fund | 221 | 3,605,247 | 698,236 | 3,230,930 | 1,072,553 |
| Home Grant Fund | 222 | 394,490 | 1,119,717 | 1,383,501 | 130,706 |
| Community Dev. Block Grants | 223 | 331,527 | 11,804,875 | 11,292,059 | 844,343 |
| EDBG Grant | 224 | 138,891 | 503,713 | 363,603 | 279,001 |
| CalHome | 225 | 140,089 | 93,630 | 93,304 | 140,415 |
| USDA | 226 | - | - | - | - |
| Housing Rehabilitation (CDBG) | 227 | 1,319,854 | 45,120 | 115,000 | 1,249,974 |
| EDBG Revolving Loan Fund | 228 | 43,326 | 101 | 43,427 | - |
| CDBG Program Income | 229 | 995,055 | 782,935 | 448,040 | 1,329,950 |
| Subtotal | | \$ 40,267,160 | \$ 49,468,009 | \$ 56,511,168 | \$ 33,224,001 |

ALL FUNDS SUMMARY

Item 7.

| FUND | Fund # | Beginning Fund Balance | Revenues & Sources | Expenditures & Uses | Ending Fund Balance |
|----------------------------------------------|--------|------------------------|----------------------|----------------------|----------------------|
| Business Assistance/Housing Continued | | | | | |
| Cal Home Revolving Loan Fund | 230 | 1,099,958 | 94,823 | 282,000 | 912,781 |
| Home Revolving Loan Fund | 231 | 730,916 | 1,021,020 | 1,706,787 | 45,149 |
| RBEG | 232 | 28,108 | 1,692 | - | 29,800 |
| City Revolving Loan | 233 | 252,027 | 1,330 | 75,000 | 178,357 |
| Debt Service Fund | | | | | |
| City Debt Service Fund | 250 | 48,155 | 1,586,490 | 1,568,030 | 66,615 |
| Capital Funds | | | | | |
| Capital Asset Replacement Fund | 300 | 1,516,921 | 1,503,379 | 2,000,000 | 1,020,300 |
| Building/Facilities Cap Improv Fund | 302 | 2,950,848 | 1,504,095 | 2,500,000 | 1,954,943 |
| Capital Projects | 303 | 1,599,927 | 5,511 | 1,600,000 | 5,438 |
| Capital Projects (Bond Proceeds) | 304 | 916,106 | 2,819 | 900,000 | 18,925 |
| Enterprise Funds | | | | | |
| Sewer Fund | 400 | 13,135,944 | 4,700,472 | 6,466,703 | 11,369,713 |
| Airport Fund | 420 | 5,272,992 | 808,413 | 1,106,400 | 4,975,005 |
| Internal Service Funds | | | | | |
| Stores Revolving | 510 | - | - | - | - |
| Vehicle Maintenance | 520 | - | - | - | - |
| Workers Compensation | 530 | 372,713 | 481,029 | 448,500 | 405,242 |
| Unemployment Self-Insurance | 540 | 166,189 | 30,400 | 22,000 | 174,589 |
| Self-Insurance Vision Plan | 550 | 44,728 | 5,700 | 22,000 | 28,428 |
| Other | | | | | |
| Successor Agency | 560 | 2,223,362 | 1,640,619 | 1,590,819 | 2,273,162 |
| Subtotal | | 30,358,894 | 13,387,792 | 20,288,239 | 23,458,447 |
| TOTAL | | \$ 70,626,054 | \$ 62,855,800 | \$ 76,799,406 | \$ 56,682,449 |

SUMMARY OF PERSONNEL

Item 7.

| DEPARTMENT POSITION TITLE | 21-22 Funded Positions | Change from prior year | 22-23 Funded Positions |
|------------------------------------|------------------------------|------------------------------|------------------------------|
| ADMINISTRATION | | | |
| CITY ADMINISTRATOR | 0.90 | | 0.90 |
| SENIOR ADMINISTRATIVE ASSISTANT | 0.25 | - | 0.25 |
| MAYOR AND CITY COUNCIL | 7.00 | - | 7.00 |
| TREASURER | 1.00 | - | 1.00 |
| DEPUTY CITY CLERK | - | 1.00 | 1.00 |
| CLERICAL INTERN | - | 0.40 | 0.40 |
| BUILDING MAINTENANCE TECHNICIAN II | 0.48 | (0.22) | 0.26 |
| TOTAL ADMINISTRATION | 9.63 | 1.18 | 10.81 |
| ADMINISTRATIVE SERVICES | | | |
| ASSISTANT CITY ADMIN-ADMIN SVCS | 1.00 | - | 1.00 |
| ACCOUNTING ANALYST | 1.00 | - | 1.00 |
| ACCOUNTING TECHNICIAN I | 2.00 | 1.00 | 3.00 |
| ACCOUNTING TECHNICIAN III | 2.00 | (1.00) | 1.00 |
| ASSISTANT CITY CLERK | 1.00 | (1.00) | - |
| CLERICAL INTERN | 0.40 | (0.40) | - |
| HUMAN RESOURCE MANAGER | 1.00 | - | 1.00 |
| HUMAN RESOURCE ANALYST | - | 1.00 | 1.00 |
| HUMAN RESOURCE TECHNICIAN | - | 1.00 | 1.00 |
| INFORMATION TECHNOLOGY MANAGER | 1.00 | - | 1.00 |
| INFORMATION TECHNOLOGY ANALYST | 0.50 | - | 0.50 |
| GIS - GEOGRAPHICAL INFO SYSTEM | 1.00 | | 1.00 |
| INFORMATIOIN TECHNICIAN INTERN | 0.48 | (0.48) | - |
| TOTAL ADMIN SERVICES | 11.38 | 0.12 | 11.50 |
| FIRE DEPARTMENT | | | |
| DEPUTY FIRE CHIEF | 1.00 | (1.00) | - |
| BATTALION CHIEF | 2.00 | (2.00) | - |
| FIRE CAPTAIN | 3.00 | (3.00) | - |
| FIRE LIEUTENANT | 3.00 | (3.00) | - |
| FIRE ENGINEER | 5.00 | (5.00) | - |
| FIRE FIGHTER | - | - | - |
| FIRE FIGHTER - SAFR | 4.00 | (4.00) | - |
| FIRE INSPECTOR (PART TIME) | 0.25 | (0.25) | - |
| ADMINISTRATIVE ASSISTANT | 0.50 | (0.50) | - |
| DISPATCHERS | 2.00 | (2.00) | - |
| TOTAL FIRE DEPARTMENT | 20.75 | (20.75) | - |
| POLICE DEPARTMENT | | | |
| CHIEF OF POLICE | 1.00 | - | 1.00 |
| POLICE LIEUTENANT | 1.00 | - | 1.00 |
| POLICE SERGEANT | 4.00 | - | 4.00 |
| POLICE OFFICERS | 16.00 | - | 16.00 |
| MUNICIPAL LAW ENFORCEMENT OFFICER | 9.00 | - | 9.00 |
| ADMINISTRATIVE ASSISTANT | 1.50 | (0.50) | 1.00 |

SUMMARY OF PERSONNEL

Item 7.

| DEPARTMENT POSITION TITLE | 21-22 Funded Positions | Change from prior year | 22-23 Funded Positions |
|-----------------------------------------|------------------------------|------------------------------|------------------------------|
| POLICE DEPARTMENT CONT. | | | |
| ADMINISTRATIVE ASSISTANT DISPATCH SUPR | - | 1.00 | 1.00 |
| DISPATCHERS | 7.00 | - | 7.00 |
| RECORDS TECHNICIAN SUPERVISOR | - | 1.00 | 1.00 |
| RECORDS TECHNICIAN | 2.00 | (1.00) | 1.00 |
| RESERVE POLICE OFFICER & PT DETECTIVE | 1.00 | - | 1.00 |
| TOTAL POLICE DEPT | 42.50 | 0.50 | 43.00 |
| COMMUNITY DEVELOPMENT DIRECTOR | 0.34 | (0.06) | 0.28 |
| ASSIST COMM DEVELOPMENT DIRECTOR | 0.21 | 0.07 | 0.28 |
| PLAN CHECK ENGINEER | - | 1.00 | 1.00 |
| ADMIN ASSISTANT -PLANNING | 0.33 | (0.33) | - |
| COMMUNITY DEVELOPMENT TECH II | - | 0.50 | 0.50 |
| STAFF ASSISTANT -PLANNING | 0.33 | | 0.33 |
| BUILDING OFFICIAL | 1.00 | | 1.00 |
| BUILDING/FIRE INSPECTOR | 1.00 | (1.00) | - |
| CONSTRUTION INSPECTOR | - | 1.00 | 1.00 |
| COMMUNITY DEVELOPMENT TECH III | - | 1.00 | 1.00 |
| COUNTER TECHNICIAN | 1.00 | (1.00) | - |
| ADMIN ASSISTANT- BUILDING & CODE | 0.34 | (0.34) | - |
| COMMUNITY DEVELOPMENT TECH II | - | 0.30 | 0.30 |
| STAFF ASSISTANT -BUILDING & CODE | 0.34 | | 0.34 |
| ASSISTANT PLANNER | 0.48 | 0.52 | 1.00 |
| TOTAL PLANNING & DEVELOPMENT SVCS | 5.37 | 1.66 | 7.03 |
| PUBLIC WORKS - ADMINISTRATION | | | |
| PUBLIC WORKS MANAGER SEWER/FLEET | - | 0.20 | 0.20 |
| ASSISTANT CIVIL ENGINEER | - | 0.20 | 0.20 |
| RECYCLING COORDINATOR | - | 0.50 | 0.50 |
| TOTAL PUBLIC WORKS ADMINISTRATION | - | 0.90 | 0.90 |
| PUBLIC WORKS - PARKS & TREES | | | |
| COMMUNITY DEVELOPMENT DIRECTOR | 0.17 | (0.03) | 0.14 |
| ASSIST COMM DEVELOPMENT DIRECTOR | 0.10 | 0.03 | 0.13 |
| PUBLIC WORKS MANAGER - PARKS/TREES | 0.50 | | 0.50 |
| LEAD TREE TECHNICIAN | 1.00 | | 1.00 |
| PARK MAINTENANCE TECHNICIAN I | - | | - |
| PARK MAINTENANCE TECHNICIAN II | 2.00 | | 2.00 |
| BUILDING MAINTENANCE TECHNICIAN II | 0.47 | | 0.47 |
| SENIOR ADMINISTRATIVE ASSISTANT | 0.25 | 0.25 | 0.50 |
| ADMINISTRATIVE ASSISTANT | 0.34 | (0.34) | - |
| COMMUNITY DEVELOPMENT TECH II | | 0.20 | 0.20 |
| STAFF ASSISTANT | 0.34 | | 0.34 |
| ELECTRICIAN | 0.18 | | 0.18 |
| ELECTRICAL ASSISTANT | - | 0.20 | 0.20 |
| SEASONAL WORKER | 0.33 | 0.37 | 0.70 |
| TOTAL PARKS & TREES | 5.68 | 0.68 | 6.36 |

SUMMARY OF PERSONNEL

Item 7.

| DEPARTMENT POSITION TITLE | 21-22 Funded Positions | Change from prior year | 22-23 Funded Positions |
|------------------------------------|------------------------------|------------------------------|------------------------------|
| PUBLIC WORKS - STREETS | | | |
| COMMUNITY DEVELOPMENT DIRECTOR | 0.17 | (0.03) | 0.14 |
| ASSIST COMM DEVELOPMENT DIRECTOR | 0.11 | 0.03 | 0.14 |
| ASSISTANT CIVIL ENGINEER | - | 0.20 | 0.20 |
| PUBLIC WORKS MANAGER - STREETS | 0.50 | | 0.50 |
| LEAD PUBLIC WORKS OPERATOR | 1.00 | | 1.00 |
| PUBLIC WORKS OPERATOR I | 1.00 | | 1.00 |
| PUBLIC WORKS OPERATOR II | 1.00 | 1.00 | 2.00 |
| PUBLIC WORKS OPERATOR III | 1.00 | (1.00) | - |
| BUILDING MAINTENANCE TECHNICIAN II | 0.04 | 0.23 | 0.27 |
| ELECTRICIAN | 0.24 | | 0.24 |
| ELECTRICAL ASSISTANT | - | 0.27 | 0.27 |
| TOTAL PUBLIC WORKS | 5.06 | 0.70 | 5.76 |
| PUBLIC WORKS - DRAINAGE | | | |
| PUBLIC WORKS MANAGER SEWER/FLEET | 0.30 | (0.10) | 0.20 |
| SR. CIVIL ENGINEER | - | 0.20 | 0.20 |
| ASSISTANT CIVIL ENGINEER | - | 0.20 | 0.20 |
| PUBLIC WORKS OPERATOR II | 1.00 | | 1.00 |
| TOTAL PUBLIC WORKS | 1.30 | 0.30 | 1.60 |
| PUBLIC WORKS-MECHANICS | | | |
| COMMUNITY DEVELOPMENT DIRECTOR | 0.16 | (0.02) | 0.14 |
| ASSIST COMM DEVELOPMENT DIRECTOR | 0.11 | 0.03 | 0.14 |
| LEAD EQUIPMENT MECHANIC | 1.00 | - | 1.00 |
| EQUIPMENT MECHANIC | 2.00 | 1.00 | 3.00 |
| TOTAL PUBLIC WORKS-MECHANICS | 3.27 | 1.01 | 4.28 |

OTHER FUNDS:

| 1% DISTRICT SALES TAX FUND | | | |
|--------------------------------------|-------|--------|-------|
| ADMINISTRATIVE ASSISTANT | 1.00 | - | 1.00 |
| DIRECTOR OF CODE ENFORCEMENT | - | 1.00 | 1.00 |
| CODE ENFORCEMENT MANAGER | 1.00 | (1.00) | - |
| ASSOCIATE PLANNER | 1.00 | | 1.00 |
| CODE ENFORCEMENT TECHNICIAN | 2.00 | 4.00 | 6.00 |
| CODE ENFORCEMENT STAFF ASSISTANT | 1.00 | (1.00) | - |
| ADMINISTRATIVE ASSISTANT-CODE ENFORC | - | 1.00 | 1.00 |
| CUSTODIAN | 1.00 | | 1.00 |
| FIRE ENGINEER | 1.00 | (1.00) | - |
| FIRE FIGHTER | 3.00 | (3.00) | - |
| POLICE SERGEANT | 1.00 | | 1.00 |
| POLICE OFFICERS | 6.00 | | 6.00 |
| PARK MAINTENANCE TECHNICIAN II | 4.00 | | 4.00 |
| SR. CIVIL ENGINEER | 0.50 | (0.10) | 0.40 |
| PUBLIC WORKS OPERATOR II | 4.00 | - | 4.00 |
| TOTAL 1% DISTRICT SALES TAX | 26.50 | (0.10) | 26.40 |

SUMMARY OF PERSONNEL

| DEPARTMENT POSITION TITLE | 21-22 Funded Positions | Change from prior year | 22-23 Funded Positions |
|--------------------------------------------|------------------------------|------------------------------|------------------------------|
| AIRPORT | | | |
| COMMUNITY DEVELOPMENT DIRECTOR | 0.17 | (0.03) | 0.14 |
| ASSIST COMM DEVELOPMENT DIRECTOR | 0.11 | 0.03 | 0.14 |
| AIRPORT MANAGER | 1.00 | | 1.00 |
| SR. CIVIL ENGINEER | 0.25 | (0.05) | 0.20 |
| ASSISTANT CIVIL ENGINEER | - | 0.20 | 0.20 |
| ELECTRICIAN | 0.24 | | 0.24 |
| ELECTRICAL ASSISTANT | - | 0.26 | 0.26 |
| TOTAL AIRPORT | 1.77 | 0.41 | 2.18 |
| BUSINESS ASSIST & HSG DEV. | | | |
| CITY ADMINISTRATOR | 0.10 | - | 0.10 |
| DIRECTOR OF BUS ASSIST AND HOUSING | 1.00 | - | 1.00 |
| ADMINISTRATIVE ASSISTANT | 1.00 | - | 1.00 |
| ADMIN / PROGRAM ANALYST II | 1.00 | - | 1.00 |
| PROGRAM ANALYST I | - | 1.00 | 1.00 |
| BUILDING MAINTENANCE TECHNICIAN II | 0.01 | - | 0.01 |
| CODE ENFORCEMENT SPECIALIST | 1.00 | (1.00) | - |
| TOTAL BUSINESS ASSISTANCE & HOUSING DEV | 4.11 | - | 4.11 |
| LIGHTING & LANDSCAPE MAINT DIST | | | |
| PARK MAINTENANCE TECHNICIAN II | 1.00 | - | 1.00 |
| TOTAL LIGHTING & LDNSCP DIST | 1.00 | - | 1.00 |
| PUBLIC WORKS-SEWER DIVISION | | | |
| COMMUNITY DEVELOPMENT DIRECTOR | 0.16 | (0.02) | 0.14 |
| ASSIST COMM DEVELOPMENT DIRECTOR | 0.11 | 0.03 | 0.14 |
| PUBLIC WORKS MANAGER SEWER/FLEET | 0.70 | (0.10) | 0.60 |
| SR. CIVIL ENGINEER | - | 0.20 | 0.20 |
| ASSISTANT CIVIL ENGINEER | - | 0.20 | 0.20 |
| COLLECTION SYSTEM OPERATOR III | - | 1.00 | 1.00 |
| PUBLIC WORKS OPERATOR III | 1.00 | (1.00) | - |
| COLLECTION SYSTEM OPERATOR II | - | 1.00 | 1.00 |
| PUBLIC WORKS OPERATOR II | 1.00 | (1.00) | - |
| COLLECTION SYSTEM OPERATOR I | - | 3.00 | 3.00 |
| PUBLIC WORKS OPERATOR I | 3.00 | (3.00) | - |
| ELECTRICIAN | 0.24 | | 0.24 |
| ELECTRICAL ASSISTANT | - | 0.27 | 0.27 |
| TOTAL PUBLIC WORKS-SEWER | 6.21 | 0.58 | 6.79 |
| RECYCLING | | | |
| RECYCLING COORDINATOR | - | 0.50 | 0.50 |
| TOTAL RECYCLING | - | 0.50 | 0.50 |
| SUPPLEMENTAL BENEFITS FUND | | | |
| PROGRAM SPECIALIST | 0.50 | (0.50) | - |
| TOTAL SBF | 0.50 | (0.50) | - |

SUMMARY OF PERSONNEL BY DEPARTMENT

| DEPARTMENT SUMMARY | 21-22 Funded Positions | Change from prior year | 22-23 Funded Positions |
|----------------------------------|------------------------------|------------------------------|------------------------------|
| DEPARTMENT: | | | |
| GENERAL FUND: | | | |
| ADMINISTRATION | 9.63 | 1.18 | 10.81 |
| FINANCE DEPARTMENT | 11.38 | 0.12 | 11.50 |
| FIRE DEPARTMENT | 20.75 | (20.75) | - |
| POLICE DEPARTMENT | 42.50 | 0.50 | 43.00 |
| PARKS & TREES DEPARTMENT | 5.68 | 0.68 | 6.36 |
| PLANNING & DEVELOPMENT SERVICES | 5.37 | 1.66 | 7.03 |
| PUBLIC WORKS | 9.63 | 2.91 | 12.54 |
| TOTAL GENERAL FUND POSITIONS | 104.94 | (13.70) | 91.24 |
| NON GENERAL FUND: | | | |
| 1% DISTRICT SALES TAX | | | |
| POLICE | 7.00 | - | 7.00 |
| FIRE | 4.00 | (3.00) | - |
| PUBLIC WORKS | 8.50 | (0.10) | 8.40 |
| ADMIN ASSIST-CITY ADMINISTRATOR | 1.00 | - | 1.00 |
| CODE ENFORCEMENT | 4.00 | 4.00 | 8.00 |
| ASSOCIATE PLANNER | 1.00 | | 1.00 |
| CUSTODIAN | 1.00 | | 1.00 |
| AIRPORT | 1.77 | 0.41 | 2.18 |
| BUSINESS ASSISTANCE AND HSG DEV | 4.11 | - | 4.11 |
| PUBLIC WORKS-SEWER | 6.21 | 0.58 | 6.79 |
| PUBLIC WORKS-LLMD | 1.00 | - | 1.00 |
| RECYCLING | - | 0.50 | 0.50 |
| SUPPLEMENTAL BENEFITS FUND | 0.50 | (0.50) | - |
| TOTAL NON GENERAL FUND POSITIONS | 40.09 | 1.89 | 40.98 |
| DEPARTMENT TOTALS: | 145.03 | (11.81) | 132.22 |

Salary Schedules can be found on the City's website:
<http://cityofroville.org/home/showdocument?id=16662>

CITY OF OROVILLE

SUMMARY SCHEDULES

Summary of Revenues by Resource

| GENERAL FUND | 2020-21 ACTUAL | 2021-22 BUDGET | 2021-22 PROJECTED | 2022-23 PRELIMINARY |
|----------------------------------------|----------------------|----------------------|----------------------|------------------------|
| Taxes | | | | |
| Sales and Use Tax | \$ 6,038,972 | \$ 6,084,059 | \$ 6,038,972 | \$ 6,079,862 |
| Property | 3,959,207 | 3,820,256 | 3,146,226 | 3,177,688 |
| Utility User | 2,318,054 | 2,231,532 | 2,163,790 | 2,185,427 |
| Franchise Fees | 992,173 | 1,005,633 | 956,441 | 966,005 |
| Transient Occupancy | 1,034,424 | 985,641 | 959,408 | 969,002 |
| Other Taxes | 86,418 | 76,037 | 102,715 | 103,743 |
| Total Taxes | 14,429,248 | 14,203,158 | 13,367,552 | 13,481,727 |
| License, Permits and Franchises | | | | |
| Licenses | 83,384 | 82,224 | 87,987 | 88,867 |
| Permits | 625,546 | 597,018 | 605,192 | 609,764 |
| Total License, Permits and Fees | 708,930 | 679,242 | 693,179 | 698,631 |
| Other Revenues | | | | |
| Fines and Forfeitures | 69,921 | 52,409 | 61,606 | 63,062 |
| Interest, Rents and Concessions | 140,866 | 151,394 | 102,430 | 99,297 |
| Intergovernmental Revenues | 405,289 | 325,551 | 165,924 | 73,733 |
| Charges for Services | 770,840 | 1,278,618 | 768,196 | 1,617,517 |
| Other Revenues | 3,525,472 | 237,896 | 1,285,179 | 3,252,423 |
| Operating Transfers In | 2,456,804 | 2,296,310 | 2,547,037 | 2,439,124 |
| Total Other Revenues | 7,369,192 | 4,342,178 | 4,930,372 | 7,545,156 |
| TOTAL GENERAL FUND REVENUES | \$ 22,507,370 | \$ 19,224,578 | \$ 18,991,103 | \$ 21,725,514 |

CITY OF OROVILLE

SUMMARY SCHEDULES

Item 7.

Summary of Expenditures by Department

| GENERAL FUND | 2020-21 | 2021-22 | 2021-22 | 2022-23 |
|----------------------------------------|----------------------|----------------------|----------------------|----------------------|
| | ACTUAL | BUDGET | PROJECTED | PRELIMINARY |
| Administration | | | | |
| City Administrator | \$ 355,768 | \$ 414,784 | \$ 373,911 | \$ 441,560 |
| City Attorney | 300,647 | 265,450 | 252,566 | 265,450 |
| City Clerk | 108,012 | 158,036 | 139,144 | 168,032 |
| City Hall | 104,658 | 102,509 | 131,322 | 101,397 |
| Administrative Services | | | | |
| Finance | 754,496 | 859,718 | 1,090,227 | 1,233,785 |
| Human Resources | 184,609 | 265,834 | 262,192 | 467,748 |
| Information Technology | 468,443 | 553,934 | 478,025 | 598,010 |
| Risk Management | 353,363 | 440,000 | 575,612 | 620,904 |
| Elected Officials | | | | |
| Mayor | 37,169 | 42,041 | 41,135 | 43,496 |
| City Council | 155,794 | 165,992 | 168,424 | 171,618 |
| Treasurer | 30,617 | 39,318 | 42,423 | 45,501 |
| Planning & Development Svcs | | | | |
| Planning | 523,861 | 654,468 | 653,494 | 865,478 |
| Building | 416,635 | 609,547 | 417,179 | 640,071 |
| Code Enforcement | 20,367 | 35,958 | 61,859 | 64,722 |
| Public Safety | | | | |
| Animal Control | 375,838 | 406,943 | 401,377 | 412,800 |
| Fire | 3,797,941 | 3,527,904 | 4,559,387 | 6,118,542 |
| Police | 5,362,365 | 5,931,407 | 5,105,556 | 5,272,992 |
| Public Works | | | | |
| Administration | 225,026 | 300,550 | 364,736 | 436,267 |
| Streets | 1,044,850 | 1,070,822 | 1,144,764 | 1,400,859 |
| Drainage | - | 460,700 | 61,241 | 190,141 |
| Vehicle Maintenance | - | - | - | 887,877 |
| Parks & Trees | | | | |
| Operations | 393,266 | 746,462 | 490,660 | 727,059 |
| Municipal Buildings | 690,938 | 1,518,551 | 326,373 | 55,083 |
| Museums | 67,377 | 54,550 | 89,297 | 81,114 |
| Parks | 204,440 | 323,600 | 265,325 | 189,508 |
| General Government | 4,154,357 | 275,500 | 959,703 | 225,500 |
| TOTAL GENERAL FUND EXPENDITURES | \$ 20,130,837 | \$ 19,224,578 | \$ 18,455,932 | \$ 21,725,511 |

CITY OF OROVILLE

SUMMARY SCHEDULES

Summary of Expenditures by Department

| DISTRICT TAX FUND | 2020-21 ACTUAL | 2021-22 BUDGET | 2021-22 PROJECTED | 2022-23 PRELIMINARY |
|--------------------------------------------|---------------------------|---------------------------|------------------------------|--------------------------------|
| Taxes | | | | |
| Sales and Use Tax-District Tax | \$ 7,354,741 | \$ 7,497,574 | \$ 7,772,908 | \$ 7,791,150 |
| Administration | | | | |
| City Administrator | \$ 29,860 | \$ 80,331 | \$ 77,194 | \$ 85,720 |
| City Hall | 19,564 | 67,810 | 37,688 | 68,810 |
| Planning & Development Svcs | | | | |
| Planning | - | 88,122 | 6,388 | 93,696 |
| Code Enforcement | | | | |
| Code Enforcement | 29,751 | 280,128 | 145,004 | 910,311 |
| Public Safety | | | | |
| Fire | 380,478 | 408,596 | 201,863 | - |
| Police | 876,665 | 1,102,168 | 589,868 | 1,760,748 |
| Public Works | | | | |
| Administration | 82,802 | 35,751 | 72,456 | 29,359 |
| Streets | 662,996 | 1,827,868 | 205,211 | 1,836,923 |
| Parks & Trees | | | | |
| Operations | 389,154 | 566,448 | 348,684 | 948,547 |
| General Government | | | | |
| Interfund Transfers | | | | |
| Capital Asset Replacement Fund | 1,500,000 | 1,500,000 | 1,500,000 | 1,500,000 |
| Capital Improvement Fund | 1,500,000 | 1,500,000 | 1,500,000 | 1,500,000 |
| Reserves | 1,500,000 | 1,500,000 | 1,500,000 | 1,500,000 |
| TOTAL GENERAL FUND EXPENDITURES | \$ 6,971,270 | \$ 8,957,222 | \$ 6,184,356 | \$ 10,234,114 |

CITY OF OROVILLE

SUMMARY SCHEDULES

Summary of Expenditures by Department

GENERAL FUND &

DISTRICT TAX FUND

| | 2020-21 ACTUAL | 2021-22 BUDGET | 2021-22 PROJECTED | 2022-23 PRELIMINARY |
|--------------------------------------------|----------------------|----------------------|----------------------|------------------------|
| Administration | | | | |
| City Administrator | \$ 385,628 | \$ 495,115 | \$ 451,105 | \$ 527,280 |
| City Attorney | 300,647 | 265,450 | 252,566 | 265,450 |
| City Clerk | 108,012 | 158,036 | 139,144 | 168,032 |
| City Hall | 124,222 | 170,319 | 169,010 | 170,207 |
| Administrative Services | | | | |
| Finance | 754,496 | 859,718 | 1,090,227 | 1,233,785 |
| Human Resources | 184,609 | 265,834 | 262,192 | 467,748 |
| Information Technology | 468,443 | 553,934 | 478,025 | 598,010 |
| Risk Management | 353,363 | 440,000 | 575,612 | 620,904 |
| Elected Officials | | | | |
| Mayor | 37,169 | 42,041 | 41,135 | 43,496 |
| City Council | 155,794 | 165,992 | 168,424 | 171,618 |
| Treasurer | 30,617 | 39,318 | 42,423 | 45,501 |
| Planning & Development Svcs | | | | |
| Planning | 523,861 | 742,590 | 659,882 | 959,174 |
| Building | 416,635 | 609,547 | 417,179 | 640,071 |
| Code Enforcement | 50,118 | 316,086 | 206,863 | 975,033 |
| Public Safety | | | | |
| Animal Control | 375,838 | 406,943 | 401,377 | 412,800 |
| Fire | 4,178,419 | 3,936,500 | 4,761,250 | 6,118,542 |
| Police | 6,239,030 | 7,033,575 | 5,695,424 | 7,033,740 |
| Public Works | | | | |
| Administration | 307,828 | 336,301 | 437,192 | 465,626 |
| Streets | 1,707,846 | 2,898,690 | 1,349,975 | 3,237,782 |
| Drainage | - | - | - | 190,141 |
| Parks & Trees | | | | |
| Operations | 782,420 | 1,312,910 | 839,344 | 1,675,606 |
| Municipal Buildings | 690,938 | 1,518,511 | 326,373 | 55,083 |
| Museums | 67,377 | 54,550 | 89,297 | 81,114 |
| Parks | 204,440 | 323,600 | 265,325 | 189,508 |
| General Government | 8,654,357 | 4,775,500 | 5,459,703 | 4,725,500 |
| TOTAL GENERAL FUND EXPENDITURES | \$ 27,102,107 | \$ 27,721,060 | \$ 24,579,047 | \$ 31,071,771 |

ADMINISTRATION

Activity

Administration provides leadership and management for all City operations. The City Administrator is the direct liaison with the City Council. The department also performs the function of City Clerk, and provides oversight of City Hall and the City Attorney.

Budget Summary:

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|---------------------------|-------------------|-------------------|----------------------|--------------------|
| Revenues | | | | |
| Revenues | \$ 3,499 | \$ 3,840 | \$ 2,715 | \$ 3,957 |
| Total Revenues | \$ 3,499 | \$ 3,840 | \$ 2,715 | \$ 3,957 |
| Expenses | | | | |
| City Administrator | | | | |
| Salaries & Benefits | \$ 251,579 | \$ 278,824 | \$ 260,963 | \$ 326,560 |
| Services & Supplies | 104,189 | 135,960 | 112,948 | 115,000 |
| City Attorney | | | | |
| Services & Supplies | 300,647 | 265,450 | 252,566 | 265,450 |
| City Clerk | | | | |
| Salaries & Benefits | 76,096 | 96,836 | 87,413 | 117,532 |
| Services & Supplies | 31,916 | 61,200 | 51,731 | 50,500 |
| City Hall | | | | |
| Salaries & Benefits | 33,058 | 38,509 | 44,091 | 22,397 |
| Services & Supplies | 71,600 | 64,000 | 87,231 | 79,000 |
| Total Expenses | \$ 869,085 | \$ 940,779 | \$ 896,943 | \$ 976,439 |

ADMINISTRATIVE SERVICES

Activity

The Administrative Services department provides all levels of service to the City's operations. The Finance department provides accounting and financial management services to the City. Services and responsibilities include annual financial reporting, budget preparation, payroll, billing and vendor payments. The department also includes Human Resources, Information Technology, and Risk Management functions.

Budget Summary:

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-----------------------------------|---------------------|---------------------|----------------------|---------------------|
| Revenues | | | | |
| Revenues - Finance | \$ 15,251 | \$ 13,600 | \$ 21,323 | \$ 17,960 |
| Revenues - HR | - | - | 1,600 | 1,600 |
| Revenues - Information Technology | 29,053 | 30,000 | 35,000 | 35,000 |
| Total Revenues | \$ 44,304 | \$ 43,600 | \$ 57,923 | \$ 54,560 |
| Expenses | | | | |
| Finance | | | | |
| Salaries & Benefits | \$ 599,674 | \$ 682,118 | \$ 653,593 | \$ 771,185 |
| Services & Supplies | 154,822 | 177,600 | 436,634 | 462,600 |
| Human Resources | | | | |
| Salaries & Benefits | 161,940 | 181,134 | 184,096 | 365,248 |
| Services & Supplies | 22,669 | 84,700 | 78,096 | 102,500 |
| Information Technology | | | | |
| Salaries & Benefits | 341,878 | 406,334 | 293,995 | 363,110 |
| Services & Supplies | 126,565 | 147,600 | 184,030 | 234,900 |
| Risk Management | | | | |
| Services & Supplies | 353,363 | 440,000 | 575,612 | 620,904 |
| Total Expenses | \$ 1,760,911 | \$ 2,119,486 | \$ 2,406,056 | \$ 2,920,447 |

Activity

The City Council is comprised of the Mayor and six Council members. As a legislative body, the City Council determines levels of service to promote the health, safety and welfare of the citizens. The Council oversees the City's fiscal and organizational management; adopts the annual budget; is committed to the community, protection and preservation of the environment and quality of life. The elected City Treasurer manages and provides oversight of city investments with primary objective of safety, liquidity and return on investment.

Budget Summary:

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-----------------------|-------------------|-------------------|----------------------|--------------------|
| Expenses | | | | |
| Mayor | | | | |
| Salaries & Benefits | \$ 35,956 | \$ 38,631 | \$ 37,692 | \$ 39,896 |
| Services & Supplies | 1,213 | 3,410 | 3,443 | 3,600 |
| City Council | | | | |
| Salaries & Benefits | 146,507 | 152,792 | 160,824 | 160,418 |
| Services & Supplies | 9,287 | 13,200 | 7,600 | 11,200 |
| Treasurer | | | | |
| Salaries & Benefits | 30,325 | 38,308 | 41,103 | 43,181 |
| Services & Supplies | 292 | 1,010 | 1,320 | 2,320 |
| Total Expenses | \$ 192,963 | \$ 208,033 | \$ 251,982 | \$ 260,615 |

PLANNING AND DEVELOPMENT SERVICES / BUILDING AND CODE ENFORCEMENT

Activity

The Planning and Development Services Department provides support and compliance with applicable Federal and State laws and regulations on Municipal Code, General Plan, development of area plans, environmental reviews and annexations. In addition coordinates various permit reviews and issuance, building inspections, zoning clearances, use permits, variances, code compliance.

Budget Summary:

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|------------------------------------------|---------------------|---------------------|----------------------|---------------------|
| Revenues | | | | |
| Revenues - Planning | \$ 152,470 | \$ 163,701 | \$ 247,697 | \$ 124,291 |
| Revenues - Building | 1,189,769 | 1,056,276 | 1,245,355 | 1,257,808 |
| Revenues - Code Enforcement | 10,080 | 4,651 | 16,000 | 17,000 |
| Total Revenues | <u>\$ 1,352,319</u> | <u>\$ 1,224,628</u> | <u>\$ 1,509,052</u> | <u>\$ 1,399,099</u> |
| Expenses | | | | |
| Planning and Development Services | | | | |
| Salaries & Benefits | \$ 100,428 | \$ 141,868 | \$ 110,315 | \$ 339,478 |
| Services & Supplies | 423,433 | 512,600 | 543,179 | 526,000 |
| Building | | | | |
| Salaries & Benefits | 146,022 | 346,237 | 143,053 | 359,271 |
| Services & Supplies | 270,613 | 263,310 | 274,126 | 280,800 |
| Code Enforcement | | | | |
| Salaries & Benefits | 5,835 | 19,258 | 15,533 | 11,462 |
| Services & Supplies | 14,532 | 16,700 | 46,326 | 53,260 |
| Total Expenses | <u>\$ 960,863</u> | <u>\$ 1,299,973</u> | <u>\$ 1,132,532</u> | <u>\$ 1,570,271</u> |

PUBLIC SAFETY

Activity

The Public Safety Department oversees the City's Police and Fire divisions. The Public Safety Department provides the citizens with public safety, emergency response and fire prevention services. These Departments promote community safety with cooperation and coordination with other agencies.

Budget Summary:

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-----------------------|---------------------|---------------------|----------------------|----------------------|
| Revenues | | | | |
| Revenues - Police | \$ 647,312 | \$ 534,969 | \$ 521,544 | \$ 513,745 |
| Revenues - Fire | 695,150 | 703,379 | 898,821 | 250,000 |
| Total Revenues | \$ 1,342,462 | \$ 1,238,348 | \$ 1,420,365 | \$ 763,745 |
| Expenses | | | | |
| Animal Control | | | | |
| Services & Supplies | \$ 375,838 | \$ 406,943 | \$ 401,377 | \$ 412,800 |
| Fire | | | | |
| Salaries & Benefits | 3,607,736 | 3,287,404 | 3,241,531 | - |
| Services & Supplies | 190,205 | 240,500 | 537,856 | 5,043,544 |
| Transitional Cost | - | - | 780,000 | 1,074,998 |
| Police | | | | |
| Salaries & Benefits | 4,810,418 | 5,344,818 | 4,563,098 | 4,652,742 |
| Services & Supplies | 551,947 | 586,589 | 542,458 | 620,250 |
| Total Expenses | \$ 9,536,144 | \$ 9,866,254 | \$ 10,066,320 | \$ 11,804,334 |

PUBLIC WORKS

PUBLIC WORKS ADMIN / STREET AND STORM DRAINS

Activity

The Public Works Administration provides management of engineering, capital projects as needed. The Streets Division provides maintenance, management, repairs and improvements of the City's streets. This department also manages other funds outside of the General Fund such as the Sewer and Airport Funds.

Budget Summary:

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|---------------------------------|---------------------|---------------------|----------------------|---------------------|
| Revenues | | | | |
| Revenues - Public Works Admin | \$ 45,429 | \$ 49,532 | \$ 47,332 | \$ 47,855 |
| Revenues - Streets and Drainage | 444,633 | 458,178 | 399,928 | 404,169 |
| Revenues - Vehicle Maintenance | - | - | - | 887,877 |
| Total Revenues | \$ 490,062 | \$ 507,710 | \$ 447,260 | \$ 1,339,901 |
| Expenses | | | | |
| PW Administration | | | | |
| Salaries & Benefits | \$ - | \$ - | \$ - | |
| Services & Supplies | 225,026 | 300,550 | 364,736 | 436,267 |
| Streets | | | | |
| Salaries & Benefits | 340,933 | 590,972 | 474,591 | 664,009 |
| Services & Supplies | 703,917 | 479,850 | 670,173 | 736,850 |
| Drainage | | | | |
| Salaries & Benefits | - | 110,700 | 58,497 | 185,141 |
| Services & Supplies | - | 350,000 | 2,744 | 5,000 |
| Vehicle Maintenance | | | | |
| Salaries & Benefits | - | - | - | 425,881 |
| Services & Supplies | - | - | - | 461,996 |
| Total Expenses | \$ 1,269,876 | \$ 1,832,072 | \$ 1,570,741 | \$ 2,915,144 |

PUBLIC WORKS

PUBLIC WORKS OPERATIONS / PARKS DIVISIONS

Activity

The Public Works Director manages the Parks Administration and Operations Divisions. The Parks and Trees Operations Division oversees and maintains the City's parks, buildings, and museums. Management of the City's Parks and Trees recreational facilities are maintained by this Division as well.

Budget Summary:

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|---------------------------------------|---------------------|---------------------|----------------------|---------------------|
| Revenues | | | | |
| Revenues - Parks and Trees Operations | | | | |
| Municipal Buildings | | | | |
| Centennial Cultural Center | \$ 3,161 | \$ 3,875 | \$ 10,017 | \$ 10,459 |
| Oroville Convention Center | - | 5,000 | - | - |
| State Theater | 8,674 | - | 2,126 | - |
| Other | 13,850 | 14,400 | 14,400 | 14,400 |
| Museums | | | | |
| Bolt Museum | 491 | 2,000 | 907 | 920 |
| Chinese Temple | 1,533 | 1,724 | 3,039 | 3,080 |
| Lott Home | 1,165 | 5,500 | 7,100 | 3,025 |
| Pioneer Museum | 1,144 | 700 | 459 | 600 |
| Parks | | | | |
| Revenues | 1,371 | 3,000 | 4,064 | 4,110 |
| Total Revenues | <u>\$ 31,389</u> | <u>\$ 36,199</u> | <u>\$ 42,112</u> | <u>\$ 36,594</u> |
| Expenses | | | | |
| Parks and Trees Operations | | | | |
| Salaries & Benefits | \$ 219,941 | \$ 554,762 | \$ 328,630 | \$ 475,709 |
| Services & Supplies | 173,325 | 191,700 | 162,030 | 251,350 |
| Municipal Buildings | | | | |
| Salaries & Benefits | 4,949 | - | 14,012 | 14,153 |
| Services & Supplies | 685,989 | 1,518,511 | 312,361 | 40,930 |
| Museums | | | | |
| Salaries & Benefits | 15,871 | - | 16,943 | 17,114 |
| Services & Supplies | 51,506 | 54,550 | 72,354 | 64,000 |
| Parks, Trees and Green Areas | | | | |
| Salaries & Benefits | 101,460 | - | 105,662 | 106,658 |
| Services & Supplies | 102,980 | 323,600 | 159,663 | 82,850 |
| Total Expenses | <u>\$ 1,356,021</u> | <u>\$ 2,643,123</u> | <u>\$ 1,171,655</u> | <u>\$ 1,052,764</u> |

GENERAL GOVERNMENT

Activity

General Government is where the City's General Revenues are recorded that are not related to a particular department function. Sales Tax , Property Tax and Utility Users Tax are the City's main revenue resource. City expenditures that are not specifically related to a City Department are also recorded here.

Budget Summary:

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Revenues | | | | |
| Sales and Use Tax | 6,038,972 | 6,084,059 | 6,038,972 | 6,079,862 |
| Property Tax | 3,959,208 | 3,820,256 | 3,146,226 | 3,177,688 |
| Utility User Tax | 2,318,054 | 2,231,532 | 2,163,790 | 2,185,427 |
| Transient Occupancy | 1,034,424 | 985,641 | 959,408 | 969,002 |
| Other Taxes | 86,418 | 76,037 | 102,715 | 103,743 |
| Franchise Fees | 992,172 | 1,005,633 | 956,441 | 966,005 |
| Intergovernmental Revenues | 34,350 | 20,816 | 4,490 | 4,535 |
| Interest | 82,042 | 84,299 | 46,293 | 46,756 |
| Other Revenues | 2,837,714 | 2,000 | 233,361 | 2,716,060 |
| Interfund Transfers In | 1,859,981 | 1,859,980 | 1,859,980 | 1,878,580 |
| Total Revenues | <u>\$ 19,243,335</u> | <u>\$ 16,170,253</u> | <u>\$ 15,511,676</u> | <u>\$ 18,127,658</u> |
| Expenses | | | | |
| General Government | | | | |
| Services & Supplies | 182,157 | 55,500 | 325,500 | 5,500 |
| Interfund Transfers Out | 3,972,200 | 220,000 | 634,203 | 220,000 |
| Total Expenses | <u>\$ 4,154,357</u> | <u>\$ 275,500</u> | <u>\$ 959,703</u> | <u>\$ 225,500</u> |

1% DISTRICT SALES TAX

Activity

This fund accounts for revenues and expenditures related to the 1% District Tax. This Fund is combined with the General Fund for financial statement presentation.

FUND: 102

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|--------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 4,483,659 | \$ 4,867,130 | \$ 4,867,130 | \$ 6,455,682 |
| Revenues | | | | |
| Revenues | 7,354,741 | 7,497,574 | 7,772,908 | 7,791,150 |
| Total Revenues | <u>7,354,741</u> | <u>7,497,574</u> | <u>7,772,908</u> | <u>7,791,150</u> |
| Expenses | | | | |
| Salaries & Benefits | 1,317,402 | 2,372,072 | 1,274,140 | 3,549,114 |
| Services and Supplies | 653,868 | 585,150 | 410,216 | 685,000 |
| Pavement Rehabilitation | 500,000 | 1,500,000 | - | 1,500,000 |
| Capital Outlay | - | | | |
| Transfers: | | | | |
| Capital Asset Replacement Fund | 1,500,000 | 1,500,000 | 1,500,000 | 1,500,000 |
| Capital Improvement Fund | 1,500,000 | 1,500,000 | 1,500,000 | 1,500,000 |
| Reserves | 1,500,000 | 1,500,000 | 1,500,000 | 1,500,000 |
| Total Expenses | <u>6,971,270</u> | <u>8,957,222</u> | <u>6,184,356</u> | <u>10,234,114</u> |
| Ending Fund Balance | \$ 4,867,130 | \$ 3,407,482 | \$ 6,455,682 | \$ 4,012,718 |

ASSET SEIZURE FUND

Activity

This fund accounts for revenues and expenses related to seized property. This fund can only be used to supplement the enforcement efforts of the Police Department.

FUND: 106

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 153,895 | \$ 157,032 | \$ 157,032 | \$ 157,397 |
| Revenues | | | | |
| Revenues | 6,762 | 1,000 | 365 | 368 |
| Total Revenues | 6,762 | 1,000 | 365 | 368 |
| Expenses | | | | |
| Services and Supplies | 3,625 | 5,000 | - | 5,000 |
| Capital Outlay | - | - | - | - |
| Transfer Out to other agency | - | - | - | - |
| Total Expenses | 3,625 | 5,000 | - | 5,000 |
| Ending Fund Balance | \$ 157,032 | \$ 153,032 | \$ 157,397 | \$ 152,765 |

LOCAL TRANSPORTATION FUND

Activity

This Fund is to account for Article 8 of the State of California Local Transportation revenues. The Butte County Association of Governments (BCAG) provides oversight of this Fund.

FUND: 107

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 588,660 | \$ 292,918 | \$ 292,918 | \$ 639,589 |
| Revenues | | | | |
| Revenues | 583,392 | 415,022 | 485,718 | 490,576 |
| Transfers In | - | - | - | - |
| Total Revenues | 583,392 | 415,022 | 485,718 | 490,576 |
| Expenses | | | | |
| Services & Supplies | 879,134 | 450,000 | 139,047 | 510,000 |
| Transfer Out to other agency | - | - | - | - |
| Total Expenses | 879,134 | 450,000 | 139,047 | 510,000 |
| Ending Fund Balance | \$ 292,918 | \$ 257,940 | \$ 639,589 | \$ 620,165 |

LOCAL TRANSIT FUND

Activity

This Fund is to account for Article 4 of the State of California Local Transportation revenues. The Butte County Association of Governments (BCAG) provides oversight of this Fund.

FUND: 108

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 7,463 | \$ - | \$ - | \$ - |
| Revenues | | | | |
| Revenues | - | - | - | - |
| Total Revenues | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Expenses | | | | |
| Services & Supplies | - | - | - | - |
| Transfer Out | 7,463 | - | - | - |
| Total Expenses | <u>7,463</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Ending Fund Balance | \$ - | \$ - | \$ - | \$ - |

PEG FEE FUND

Activity

PEG stands for Public, Educational, or Governmental use. This fee is mandated by the State to enable the City to grant members of the public access to Council meetings.

FUND: 110

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|----------------------|----------------------|----------------------|----------------------|
| Beginning Fund Balance | \$ 92,892 | \$ 102,775 | \$ 102,775 | \$ 113,814 |
| Revenues | | | | |
| Revenues | <u>33,008</u> | <u>33,026</u> | <u>27,680</u> | <u>27,957</u> |
| Total Revenues | <u><u>33,008</u></u> | <u><u>33,026</u></u> | <u><u>27,680</u></u> | <u><u>27,957</u></u> |
| Expenses | | | | |
| Services & Supplies | <u>23,125</u> | <u>80,000</u> | <u>16,641</u> | <u>80,000</u> |
| Total Expenses | <u><u>23,125</u></u> | <u><u>80,000</u></u> | <u><u>16,641</u></u> | <u><u>80,000</u></u> |
| Ending Fund Balance | \$ 102,775 | \$ 55,801 | \$ 113,814 | \$ 61,771 |

CASP FUND

Activity

The CASP Fund accounts for fees collected under SB1186. The State portion is remitted to the State on a quarterly basis. The City portion is to be used to increase disability access and compliance with construction-related accessibility requirements.

FUND: 111

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 17,084 | \$ 18,326 | \$ 18,326 | \$ 19,575 |
| Revenues | | | | |
| Revenues | 1,242 | 1,456 | 1,249 | 1,261 |
| Total Revenues | 1,242 | 1,456 | 1,249 | 1,261 |
| Expenses | | | | |
| Services & Supplies | - | 5,000 | - | 5,000 |
| Transfer out to other agency | - | - | - | - |
| Total Expenses | - | 5,000 | - | 5,000 |
| Ending Fund Balance | \$ 18,326 | \$ 14,782 | \$ 19,575 | \$ 15,836 |

PENSION RATE STABILIZATION AND OPEB FUND

Activity

This fund was created to account for funds accumulated to mitigate future increases in pension costs and to fund future poste employment retirement benefits.

FUND: 112

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-----------------------|-----------------------|-----------------------|----------------------|
| Beginning Fund Balance | \$ 3,069,435 | \$ 3,992,261 | \$ 3,992,261 | \$ 4,679,005 |
| Revenues | | | | |
| Revenues | <u>940,846</u> | <u>780,126</u> | <u>707,152</u> | <u>81,600</u> |
| Total Revenues | <u><u>940,846</u></u> | <u><u>780,126</u></u> | <u><u>707,152</u></u> | <u><u>81,600</u></u> |
| Expenses | | | | |
| Fiscal Agent Fees | <u>18,020</u> | <u>17,850</u> | <u>20,408</u> | <u>24,000</u> |
| Total Expenses | <u><u>18,020</u></u> | <u><u>17,850</u></u> | <u><u>20,408</u></u> | <u><u>24,000</u></u> |
| Ending Fund Balance | \$ 3,992,261 | \$ 4,754,537 | \$ 4,679,005 | \$ 4,736,605 |

RECYCLING FUND

Activity

The Recycling Fund accounts for the City's waste management activities as required by State Law.

FUND: 113

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 18,471 | \$ 9,091 | \$ 9,091 | \$ 33,776 |
| Revenues | | | | |
| Revenues | 37,792 | 37,964 | 31,020 | 31,330 |
| Transfers In | - | | | |
| Total Revenues | 37,792 | 37,964 | 31,020 | 31,330 |
| Expenses | | | | |
| Salaries & Benefits | 46,972 | 40,000 | 6,335 | 47,552 |
| Services & Supplies | 200 | 3,400 | - | 4,000 |
| Capital Outlay | | | | |
| Transfer out to other agency | | | | |
| Total Expenses | 47,172 | 43,400 | 6,335 | 51,552 |
| Ending Fund Balance | \$ 9,091 | \$ 3,655 | \$ 33,776 | \$ 13,554 |

GAS TAX REGIONAL SURFACE TRANSPORTATION PROGRAM FUND

Item 7.

Activity

The RSTP program was established by the State of California to provide for projects to preserve and improve the conditions of highway, bridge, road, pedestrian and bicycle infrastructure.

FUND: 115

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Beginning Fund Balance | \$ 819,239 | \$ 889,598 | \$ 889,598 | \$ 348,978 |
| Revenues | | | | |
| Revenues | <u>270,277</u> | <u>250,057</u> | <u>236,811</u> | <u>236,829</u> |
| Total Revenues | <u><u>270,277</u></u> | <u><u>250,057</u></u> | <u><u>236,811</u></u> | <u><u>236,829</u></u> |
| Expenses | | | | |
| Services & Supplies | 199,918 | 500,000 | 777,431 | 500,000 |
| Capital Outlay | - | - | - | - |
| Transfer out to other agency | - | - | - | - |
| Total Expenses | <u><u>199,918</u></u> | <u><u>500,000</u></u> | <u><u>777,431</u></u> | <u><u>500,000</u></u> |
| Ending Fund Balance | \$ 889,598 | \$ 639,655 | \$ 348,978 | \$ 85,807 |

SPECIAL GAS TAX

Activity

This Fund is used to account for the revenues of gas sales tax received from the State of California pursuant to Sections 2013, 2015, 2016, 2017, 2017.5 of the Streets and Highway code.

Use: Research, planning, construction, improvement, maintenance, and operation of public streets and highways, including the mitigation of their enviromental effects.

FUND: 117

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 602,119 | \$ 542,274 | \$ 542,274 | \$ 542,274 |
| Revenues | | | | |
| Revenues | 857,405 | 842,016 | 798,873 | 887,885 |
| Total Revenues | 857,405 | 842,016 | 798,873 | 887,885 |
| Expenses | | | | |
| Services & Supplies | 490,427 | 373,448 | 353,928 | 395,560 |
| Capital Outlay | - | | | |
| Transfer Out | 426,823 | 468,568 | 444,945 | 492,325 |
| Total Expenses | 917,250 | 842,016 | 798,873 | 887,885 |
| Ending Fund Balance | \$ 542,274 | \$ 542,274 | \$ 542,274 | \$ 542,274 |

SUPPLEMENTAL BENEFITS FUND

Activity

The City acts as Fund Administrator of the revenues received from the Settlement Agreement with the DWR for FERC project 2100 the Oroville facilities. An Oversight Board oversees this Fund.

FUND: 120

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 3,155,051 | \$ 2,964,005 | \$ 2,964,005 | \$ 1,933,713 |
| Revenues | | | | |
| Revenues | 167,582 | 4,321 | 2,046 | 137,000 |
| Total Revenues | 167,582 | 4,321 | 2,046 | 137,000 |
| Expenses | | | | |
| Salaries & Benefits | 80,625 | 51,511 | 26,522 | - |
| Services & Supplies | 278,003 | 355,500 | 1,000,816 | 2,005,500 |
| Transfers Out | - | 5,000 | 5,000 | 5,000 |
| Total Expenses | 358,628 | 412,011 | 1,032,338 | 2,010,500 |
| Ending Fund Balance | \$ 2,964,005 | \$ 2,556,315 | \$ 1,933,713 | \$ 60,213 |

DRAINAGE IMPACT FEE FUND CITY WIDE

Activity

The Fund accounts for Drainage Impact Fees received and expended in the Oroville area.

FUND: 130

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 823,182 | \$ 995,173 | \$ 995,173 | \$ 1,343,472 |
| Revenues | | | | |
| Revenues | 208,290 | 173,190 | 349,091 | 352,582 |
| Total Revenues | 208,290 | 173,190 | 349,091 | 352,582 |
| Expenses | | | | |
| Services & Supplies | 36,299 | 45,000 | 792 | 1,001,000 |
| Capital Outlay | - | - | | |
| Total Expenses | 36,299 | 45,000 | 792 | 1,001,000 |
| Ending Fund Balance | \$ 995,173 | \$ 1,123,363 | \$ 1,343,472 | \$ 695,054 |

FIRE SUPPRESSION IMPACT FEE FUND

Activity

The purpose of this Fund is to provide funds for additional equipment needed for the City's Fire Department.

FUND: 131

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 122,908 | \$ 206,783 | \$ 206,783 | \$ 336,738 |
| Revenues | | | | |
| Revenues | 91,171 | 89,431 | 168,953 | 170,643 |
| Total Revenues | 91,171 | 89,431 | 168,953 | 170,643 |
| Expenses | | | | |
| Services & Supplies | 7,296 | 30,000 | 38,998 | 301,000 |
| Capital Outlay | - | - | - | - |
| Total Expenses | 7,296 | 30,000 | 38,998 | 301,000 |
| Ending Fund Balance | \$ 206,783 | \$ 266,214 | \$ 336,738 | \$ 206,381 |

GENERAL GOVERNMENT DEVELOPMENT IMPACT FEE FUND

Item 7.

Activity

This Fund accounts for revenues from General Government Development Impact Fees and provides funding for the increasing operation costs and improvements to facilities related to growth.

FUND: 132

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 242,421 | \$ 381,725 | \$ 381,725 | \$ 766,121 |
| Revenues | | | | |
| Revenues | 146,600 | 150,460 | 390,043 | 393,943 |
| Total Revenues | <u>146,600</u> | <u>150,460</u> | <u>390,043</u> | <u>393,943</u> |
| Expenses | | | | |
| Services & Supplies | 7,296 | 40,000 | 5,647 | 1,001,000 |
| Capital Outlay | - | - | - | - |
| Total Expenses | <u>7,296</u> | <u>40,000</u> | <u>5,647</u> | <u>1,001,000</u> |
| Ending Fund Balance | \$ 381,725 | \$ 492,185 | \$ 766,121 | \$ 159,064 |

LAW ENFORCEMENT IMPACT FEE FUND

Activity

The Fund accounts for the revenue generated from impact fees to provide law enforcement personnel and equipment which could not otherwise be funded.

FUND: 133

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|----------------------|----------------------|-----------------------|-----------------------|
| Beginning Fund Balance | \$ 131,106 | \$ 195,716 | \$ 195,716 | \$ 452,853 |
| Revenues | | | | |
| Revenues | <u>71,906</u> | <u>69,277</u> | <u>258,137</u> | <u>260,718</u> |
| Total Revenues | <u><u>71,906</u></u> | <u><u>69,277</u></u> | <u><u>258,137</u></u> | <u><u>260,718</u></u> |
| Expenses | | | | |
| Services & Supplies | 7,296 | 10,000 | 1,000 | 10,000 |
| Capital Outlay | - | - | - | - |
| Total Expenses | <u><u>7,296</u></u> | <u><u>10,000</u></u> | <u><u>1,000</u></u> | <u><u>10,000</u></u> |
| Ending Fund Balance | \$ 195,716 | \$ 254,993 | \$ 452,853 | \$ 703,571 |

PARKS DEVELOPMENT IMPACT FEE FUND

Activity

The Parks Development Fees Fund accounts for the fees collected on new development for the acquisition and construction of new City parks.

FUND: 134

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 652,125 | \$ 1,120,242 | \$ 1,120,242 | \$ 1,760,640 |
| Revenues | | | | |
| Revenues | 475,413 | 367,440 | 641,398 | 647,812 |
| Total Revenues | 475,413 | 367,440 | 641,398 | 647,812 |
| Expenses | | | | |
| Services & Supplies | 7,296 | 10,000 | 1,000 | 10,000 |
| Capital Outlay | - | - | - | - |
| Transfers Out | - | - | - | - |
| Total Expenses | 7,296 | 10,000 | 1,000 | 10,000 |
| Ending Fund Balance | \$ 1,120,242 | \$ 1,477,682 | \$ 1,760,640 | \$ 2,398,452 |

TECHNOLOGY FEE FUND

Activity

The Technology Fee Fund accounts for the fees collected to maintain and acquire technology used to aid in efficient operations of the City.

FUND: 135

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 220,308 | \$ 250,472 | \$ 250,472 | \$ 338,427 |
| Revenues | | | | |
| Revenues | 159,148 | 156,821 | 117,955 | 119,135 |
| Total Revenues | 159,148 | 156,821 | 117,955 | 119,135 |
| Expenses | | | | |
| Services & Supplies | 128,984 | 310,000 | 30,000 | 310,000 |
| Capital Outlay | - | | | |
| Total Expenses | 128,984 | 310,000 | 30,000 | 310,000 |
| Ending Fund Balance | \$ 250,472 | \$ 97,293 | \$ 338,427 | \$ 147,562 |

THERMALITO DRAINAGE IMPACT FEE FUND

Activity

This Fund is to account for fees collected for drainage development and improvements in the Thermalito area of the City.

FUND: 136

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|---------------------|---------------------|----------------------|---------------------|
| Beginning Fund Balance | \$ 514,987 | \$ 517,764 | \$ 517,764 | \$ 518,967 |
| Revenues | | | | |
| Revenues | <u>2,777</u> | <u>3,249</u> | <u>1,203</u> | <u>1,215</u> |
| Total Revenues | <u><u>2,777</u></u> | <u><u>3,249</u></u> | <u><u>1,203</u></u> | <u><u>1,215</u></u> |
| Expenses | | | | |
| Services & Supplies | - | - | - | - |
| Capital Outlay | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Total Expenses | <u><u>-</u></u> | <u><u>-</u></u> | <u><u>-</u></u> | <u><u>-</u></u> |
| Ending Fund Balance | \$ 517,764 | \$ 521,013 | \$ 518,967 | \$ 520,182 |

TRAFFIC IMPACT FEE FUND

Activity

This Fund accounts for the Traffic Impact Fees collected and expended in the City to address the traffic issues created by growth.

FUND: 137

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 2,590,521 | \$ 3,086,512 | \$ 3,086,512 | \$ 3,377,188 |
| Revenues | | | | |
| Revenues | 503,288 | 455,267 | 300,676 | 303,683 |
| Total Revenues | 503,288 | 455,267 | 300,676 | 303,683 |
| Expenses | | | | |
| Services & Supplies | 7,297 | 10,000 | 10,000 | 10,000 |
| Capital Outlay | - | - | - | - |
| Total Expenses | 7,297 | 10,000 | 10,000 | 10,000 |
| Ending Fund Balance | \$ 3,086,512 | \$ 3,531,779 | \$ 3,377,188 | \$ 3,670,871 |

PLANNING GRANTS

Activity

The Fund is used for various Planning Grant programs.

FUND: 152

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 108,962 | \$ 39,179 | \$ 39,179 | \$ 34,478 |
| Revenues | | | | |
| Revenues | - | - | 141,314 | 200,000 |
| Interfund Transfers In | | | 50,000 | |
| Total Revenues | <u>-</u> | <u>-</u> | <u>191,314</u> | <u>200,000</u> |
| Expenses | | | | |
| Services & Supplies | 2,375 | - | 196,015 | 200,000 |
| Capital Outlay | 67,408 | | - | |
| Total Expenses | <u>69,783</u> | <u>-</u> | <u>196,015</u> | <u>200,000</u> |
| Ending Fund Balance | \$ 39,179 | \$ 39,179 | \$ 34,478 | \$ 34,478 |

POLICE SUPPLEMENTAL LAW ENFORCEMENT FUND

Activity

This Fund accounts for the revenue generated from the State COPS program and distributed by the County.

FUND: 153

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Beginning Fund Balance | \$ 139,153 | \$ 176,835 | \$ 176,835 | \$ 231,452 |
| Revenues | | | | |
| Revenues | <u>157,682</u> | <u>152,701</u> | <u>174,617</u> | <u>176,363</u> |
| Total Revenues | <u><u>157,682</u></u> | <u><u>152,701</u></u> | <u><u>174,617</u></u> | <u><u>176,363</u></u> |
| Expenses | | | | |
| Services & Supplies | - | - | | |
| Capital Outlay | - | 125,000 | | 125,000 |
| Transfer Out | <u>120,000</u> | <u>120,000</u> | <u>120,000</u> | <u>120,000</u> |
| Total Expenses | <u><u>120,000</u></u> | <u><u>245,000</u></u> | <u><u>120,000</u></u> | <u><u>245,000</u></u> |
| Ending Fund Balance | \$ 176,835 | \$ 84,536 | \$ 231,452 | \$ 162,815 |

PUBLIC SAFETY AUGMENTATION

Activity

This Fund accounts for the revenue generated for Public Safety by a State special sales tax distributed by the County.

FUND: 154

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 172,302 | \$ 153,197 | \$ 153,197 | \$ 237,884 |
| Revenues | | | | |
| Revenues | 140,560 | 145,403 | 134,687 | 148,364 |
| Total Revenues | 140,560 | 145,403 | 134,687 | 148,364 |
| Expenses | | | | |
| Services & Supplies | 71,611 | 125,000 | | |
| Capital Outlay | 38,054 | | | 300,000 |
| Transfer Out | 50,000 | 50,000 | 50,000 | 50,000 |
| Total Expenses | 159,665 | 175,000 | 50,000 | 350,000 |
| Ending Fund Balance | \$ 153,197 | \$ 248,600 | \$ 237,884 | \$ 36,248 |

LIGHTING AND LANDSCAPING MAINTENANCE DISTRICTS

Activity

This Fund accounts for the revenues and expenditures of the Lighting and Landscaping Maintenance Districts.

FUND: 170

| | BUDGET | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | UNIT | \$ 45,732 | \$ 62,684 | \$ 62,684 | \$ 63,318 |
| Revenues | | | | | |
| Grandview Estates | 6001 | 3,688 | 9,252 | 3,650 | 3,723 |
| The Buttes | 6011 | 6,947 | 13,847 | 6,953 | 7,092 |
| Deer Creek | 6021 | 2,169 | 11,809 | 2,018 | 2,058 |
| Calle Vista I | 6031 | 5,271 | 7,132 | 5,265 | 5,370 |
| Cherokee Estates I | 6041 | 830 | 9,525 | 949 | 968 |
| Sherwood Estates | 6051 | 2,058 | 14,353 | 2,058 | 2,099 |
| Grayhawk | 6061 | 2,994 | 7,537 | 4,676 | 4,770 |
| Cherokee Estates II | 6071 | 2,507 | 8,065 | 3,810 | 3,886 |
| Linkside I | 6081 | 8,980 | 11,327 | 3,937 | 4,016 |
| Foothill Estates | 6091 | 850 | 5,857 | 2,258 | 2,303 |
| Calle Vista II | 6101 | 5,539 | 8,617 | 4,864 | 4,961 |
| Vista Del Oro | 6111 | 6,709 | 4,672 | 2,747 | 2,802 |
| Mission Olive | 6121 | 5,174 | 14,173 | 7,348 | 7,495 |
| J Richter Subdivision | 6131 | 1,818 | 8,615 | 1,633 | 1,666 |
| Feather River Bluffs | 6151 | 22 | - | - | - |
| Acacia Estates | 6161 | - | - | - | - |
| Total Revenues | | 55,556 | 134,781 | 52,166 | 53,209 |
| Expenses | | | | | |
| Grandview Estates | 6001 | 3,372 | 8,816 | 4,084 | 4,207 |
| The Buttes | 6011 | 3,411 | 9,171 | 4,078 | 4,200 |
| Deer Creek | 6021 | 968 | 8,458 | 1,666 | 1,716 |
| Calle Vista II | 6031 | 2,464 | 9,192 | 2,791 | 2,875 |
| Cherokee Estates II | 6041 | 954 | 7,845 | 1,732 | 1,784 |
| Sherwood Estates | 6051 | 1,427 | 8,265 | 2,186 | 2,252 |
| Grayhawk | 6061 | 3,887 | 9,023 | 3,931 | 4,049 |
| Cherokee Estates II | 6071 | 650 | 7,466 | 1,955 | 2,014 |
| Linkside I | 6081 | 5,764 | 8,021 | 5,836 | 6,011 |
| Foothill Estates | 6091 | 1,552 | 8,084 | 2,147 | 2,211 |
| Calle Vista II | 6101 | 2,999 | 8,517 | 5,011 | 5,161 |
| Vista Del Oro | 6111 | 4,003 | 9,719 | 8,306 | 8,555 |
| Mission Olive | 6121 | 5,233 | 9,036 | 4,980 | 5,129 |
| J Richter Subdivision | 6131 | 1,842 | 7,281 | 2,759 | 2,842 |
| Feather River Bluffs | 6151 | 43 | - | 35 | 36 |
| Acacia Estates | 6161 | 35 | - | 35 | 36 |
| Total Expenses | | 38,604 | 118,894 | 51,532 | 53,078 |
| Ending Fund Balance | | \$ 62,684 | \$ 78,571 | \$ 63,318 | \$ 63,449 |

BENEFIT ASSESSMENT DISTRICTS

Activity

This Fund accounts for the revenues and expenditures of the Benefit Assessment Districts.

FUND: 190

| | BUDGET UNIT | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|----------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | | \$ 32,362 | \$ 24,213 | \$ 24,213 | \$ 15,041 |
| Revenues | | | | | |
| Linkside I | 6201 | 26 | 85 | 322 | 325 |
| Foothill Estates | 6211 | 833 | 566 | 847 | 566 |
| Calle Vista II | 6221 | 32 | 76 | 11 | 11 |
| Vista Del Oro | 6231 | 39 | 114 | 12 | 12 |
| Mission Olive | 6241 | 33 | 83 | 10 | 10 |
| Martin Ranch | 6251 | - | - | - | - |
| J Richter Subdivision | 6261 | 10 | 28 | 82 | 83 |
| Total Revenues | | 973 | 952 | 1,284 | 1,007 |
| Expenses | | | | | |
| Linkside I | 6201 | 2,511 | 5,510 | 2,029 | 2,049 |
| Foothill Estates | 6211 | 1,747 | 3,113 | 1,484 | 1,499 |
| Calle Vista II | 6221 | 939 | 4,762 | 1,680 | 1,697 |
| Vista Del Oro | 6231 | 2,048 | 6,910 | 2,635 | 2,661 |
| Mission Olive | 6241 | 1,169 | 4,600 | 1,785 | 1,803 |
| Martin Ranch | 6251 | 36 | - | 36 | 36 |
| J Richter Subdivision | 6261 | 672 | 1,917 | 807 | 815 |
| Total Expenses | | 9,122 | 26,812 | 10,456 | 10,561 |
| Ending Fund Balance | | \$ 24,213 | \$ (1,647) | \$ 15,041 | \$ 5,488 |

WESTSIDE PUBLIC SAFETY FACILITY 2006-1

Activity

This Fund accounts for revenues and expenditures for the Westside Public Safety Facility 2006-1 Property tax assessments.

FUND: 200

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 619,783 | \$ 679,073 | \$ 679,073 | \$ 766,023 |
| Revenues | | | | |
| Revenues | 64,681 | 64,519 | 89,691 | 90,587 |
| Total Revenues | 64,681 | 64,519 | 89,691 | 90,587 |
| Expenses | | | | |
| Services & Supplies | 5,391 | 10,000 | 2,741 | 3,050 |
| Capital Outlay | - | - | | |
| Transfer out to other agency | - | - | | |
| Total Expenses | 5,391 | 10,000 | 2,741 | 3,050 |
| Ending Fund Balance | \$ 679,073 | \$ 733,592 | \$ 766,023 | \$ 853,560 |

PUBLIC SAFETY SERVICE 2006-2

Activity

This Fund accounts for revenues and expenditures for the Public Safety Services 2006-2 property tax assessments.

FUND: 201

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 658,792 | \$ 722,307 | \$ 722,307 | \$ 807,385 |
| Revenues | | | | |
| Revenues | 64,906 | 64,781 | 88,069 | 88,950 |
| Total Revenues | 64,906 | 64,781 | 88,069 | 88,950 |
| Expenses | | | | |
| Services & Supplies | 1,391 | 2,500 | 2,991 | 3,050 |
| Capital Outlay | - | - | | |
| Transfer out to other agency | - | - | | |
| Total Expenses | 1,391 | 2,500 | 2,991 | 3,050 |
| Ending Fund Balance | \$ 722,307 | \$ 784,588 | \$ 807,385 | \$ 893,285 |

BUSINESS ASSISTANCE & HOUSING DEVELOPMENT SUMMARY OF EXPENDITURE BUDGETS

Activity

The Business Assistance & Housing Development Department is responsible for the management of eight to twelve grants per fiscal year, ranging from First Time Home Buyers, Housing Rehab.

| | | 2020-21 | 2021-22 | 2021-22 | 2022-23 |
|--------------------------------|-------------|---------------------|---------------------|---------------------|--------------|
| | | Actual | Budget | Projected | Adopted |
| Housing Expense Budgets | FUND | | | | |
| Housing Program Fund | 221 | 126,709 | 316,412 | 191,112 | 3,230,930 |
| Home-First Time Home Buyers | 222 | 3,212,241 | 1,997,764 | 1,098,488 | 1,383,501 |
| CDBG Community Development | 223 | 846,927 | 2,748,524 | 481,846 | 11,292,059 |
| CDBG Economic Development | 224 | 631,966 | 321,000 | 360,004 | 363,603 |
| CalHome Grant Fund | 225 | 232,444 | 120,000 | 92,380 | 93,304 |
| USDA | 226 | 2,750 | 3,000 | 1,477 | - |
| Housing Revolving Loan Fund | 227 | 25,000 | 115,000 | - | 115,000 |
| EDBG Revolving Loan Fund | 228 | 14,983 | 11,000 | - | 43,427 |
| CDBG Program Income Fund | 229 | 680,562 | 750,391 | 713,132 | 448,040 |
| CalHome Revolving Loan Fund | 230 | - | 307,000 | - | 282,000 |
| Home Revolving Loan Fund | 231 | 594,808 | 861,572 | 2,283,948 | 1,706,787 |
| USDA RBEG Revolving Loan Fund | 232 | - | - | - | - |
| City Revolving Loan Fund | 233 | - | 75,000 | - | 75,000 |
| Total Housing | | \$ 6,368,390 | \$ 7,626,663 | \$ 5,222,387 | ##### |

HOUSING PROGRAM FUND

Activity

The Housing Program Fund accounts for loans and repayments of various grants.

FUND: 221

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 2,279,749 | \$ 3,105,036 | \$ 3,105,036 | \$ 3,605,247 |
| Revenues | | | | |
| Revenues | 951,996 | 420,555 | 691,323 | 698,236 |
| Interfund Transfers In | - | - | - | - |
| Total Revenues | 951,996 | 420,555 | 691,323 | 698,236 |
| Expenses | | | | |
| Salaries & Benefits | 5,941 | 807 | 12,783 | 817 |
| Services & Supplies | 120,768 | 303,500 | 171,726 | 173,444 |
| Loans Made | - | - | - | 3,050,000 |
| Capital Outlay | - | - | - | - |
| Transfers Out | - | 12,105 | 6,603 | 6,669 |
| Total Expenses | 126,709 | 316,412 | 191,112 | 3,230,930 |
| Ending Fund Balance | \$ 3,105,036 | \$ 3,209,179 | \$ 3,605,247 | \$ 1,072,553 |

HOME GRANT FUND

Activity

This Fund accounts for the First Time Home Buyer Grants awarded by the City.

FUND: 222

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 257,981 | \$ 384,347 | \$ 384,347 | \$ 394,490 |
| Revenues | | | | |
| Revenues | 3,338,607 | 1,752,932 | 1,108,631 | 1,119,717 |
| Interfund Transfers In | - | - | | |
| Total Revenues | <u>3,338,607</u> | <u>1,752,932</u> | <u>1,108,631</u> | <u>1,119,717</u> |
| Expenses | | | | |
| Salaries & Benefits | 8,467 | 171,389 | 225,097 | 244,858 |
| Services & Supplies | 14,026 | 59,150 | 312,823 | 78,075 |
| Loans Made | 2,575,090 | 1,767,225 | | 500,000 |
| Transfers Out | 614,658 | | 560,568 | 560,568 |
| Total Expenses | <u>3,212,241</u> | <u>1,997,764</u> | <u>1,098,488</u> | <u>1,383,501</u> |
| Ending Fund Balance | \$ 384,347 | \$ 139,515 | \$ 394,490 | \$ 130,706 |

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

Activity

This Fund accounts for various CDBG funds. Each individual grant is approved by the City Council at the time of acceptance.

FUND: 223

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 111,078 | \$ (46,390) | \$ (46,390) | \$ 331,527 |
| Revenues | | | | |
| Revenues | 689,459 | 2,670,728 | 859,763 | 11,804,875 |
| Transfers In | - | - | | |
| Total Revenues | 689,459 | 2,670,728 | 859,763 | 11,804,875 |
| Expenses | | | | |
| Salaries & Benefits | 846,927 | 133,556 | 197,695 | 171,245 |
| Services & Supplies | - | 1,096,526 | | 1,025,788 |
| Grants / Loans Made | - | 1,518,442 | | 9,807,041 |
| Transfers Out | - | - | 284,151 | 287,985 |
| Total Expenses | 846,927 | 2,748,524 | 481,846 | 11,292,059 |
| Ending Fund Balance | \$ (46,390) | \$ (124,186) | \$ 331,527 | \$ 844,343 |

CDBG ECONOMIC DEVELOPMENT LOAN FUND

Activity

This Fund accounts for the Economic Development Block Grant.

FUND: 224

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 158 | \$ 169 | \$ 169 | \$ 138,891 |
| Revenues | | | | |
| Revenues | 631,977 | 655,101 | 498,726 | 503,713 |
| Total Revenues | 631,977 | 655,101 | 498,726 | 503,713 |
| Expenses | | | | |
| Salaries & Benefits | - | - | 53,071 | 53,601 |
| Services & Supplies | 904 | - | 196,860 | 198,828 |
| Loans | - | 1,000 | 109,091 | 110,182 |
| Transfers Out | 631,062 | 320,000 | 982 | 992 |
| Total Expenses | 631,966 | 321,000 | 360,004 | 363,603 |
| Ending Fund Balance | \$ 169 | \$ 334,270 | \$ 138,891 | \$ 279,001 |

CALHOME GRANT FUND

Activity

This Fund accounts for the CalHome Grant.

FUND: 225

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-----------------------|-----------------------|----------------------|----------------------|
| Beginning Fund Balance | \$ 139,128 | \$ 139,766 | \$ 139,766 | \$ 140,089 |
| Revenues | | | | |
| Revenues | <u>233,082</u> | <u>130,685</u> | <u>92,703</u> | <u>93,630</u> |
| Total Revenues | <u><u>233,082</u></u> | <u><u>130,685</u></u> | <u><u>92,703</u></u> | <u><u>93,630</u></u> |
| Expenses | | | | |
| Salaries & Benefits | - | - | | |
| Services & Supplies | - | - | | |
| Loans Made | - | - | | |
| Interfund Transfers | <u>232,444</u> | <u>120,000</u> | <u>92,380</u> | <u>93,304</u> |
| Total Expenses | <u><u>232,444</u></u> | <u><u>120,000</u></u> | <u><u>92,380</u></u> | <u><u>93,304</u></u> |
| Ending Fund Balance | \$ 139,766 | \$ 150,451 | \$ 140,089 | \$ 140,415 |

Activity

This Fund accounts for the USDA Grant.

FUND: 226

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ - | \$ - | \$ - | \$ - |
| Revenues | | | | |
| Revenues | 2,750 | 3,000 | 1,477 | - |
| Transfers In | - | - | - | - |
| Total Revenues | <u>2,750</u> | <u>3,000</u> | <u>1,477</u> | <u>-</u> |
| Expenses | | | | |
| Services & Supplies | - | - | - | - |
| Capital Outlay | - | - | - | - |
| Transfers Out | 2,750 | 3,000 | 1,477 | - |
| Total Expenses | <u>2,750</u> | <u>3,000</u> | <u>1,477</u> | <u>-</u> |
| Ending Fund Balance | \$ - | \$ - | \$ - | \$ - |

CITY HOUSING REHAB REVOLVING LOAN FUND

Activity

This Fund accounts for repayment of loans to low and moderate income families. The revenues received for payment are available to fund a variety of activities which benefit the City.

FUND: 227

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 884,486 | \$ 1,275,181 | \$ 1,275,181 | \$ 1,319,854 |
| Revenues | | | | |
| Revenues | 415,695 | 311,600 | 44,673 | 45,120 |
| Total Revenues | 415,695 | 311,600 | 44,673 | 45,120 |
| Expenses | | | | |
| Services & Supplies | 25,000 | 15,000 | - | 15,000 |
| Loans Made | - | 100,000 | - | 100,000 |
| Capital Outlay | - | - | - | - |
| Transfers Out | - | - | - | - |
| Total Expenses | 25,000 | 115,000 | - | 115,000 |
| Ending Fund Balance | \$ 1,275,181 | \$ 1,471,781 | \$ 1,319,854 | \$ 1,249,974 |

ECONOMIC DEVELOPMENT REVOLVING LOAN FUND

Item 7.

Activity

This Fund accounts for the Economic Development Block Grant revolving loan fund.

FUND: 228

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 42,995 | \$ 43,226 | \$ 43,226 | \$ 43,326 |
| Revenues | | | | |
| Revenues | 15,214 | 16,334 | 100 | 101 |
| Total Revenues | 15,214 | 16,334 | 100 | 101 |
| Expenses | | | | |
| Salaries & Benefits | - | - | - | - |
| Services & Supplies | - | - | - | - |
| Capital Outlay | - | - | - | - |
| Transfers Out | 14,983 | 11,000 | - | 43,427 |
| Total Expenses | 14,983 | 11,000 | - | 43,427 |
| Ending Fund Balance | \$ 43,226 | \$ 48,560 | \$ 43,326 | \$ - |

CDBG PROGRAM INCOME

Activity

This Fund accounts for Program Income from the Community Development Block Grant.

FUND: 229

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 105,341 | \$ 733,004 | \$ 733,004 | \$ 995,055 |
| Revenues | | | | |
| Revenues | 1,308,225 | 162,820 | 775,183 | 782,935 |
| Transfers In | - | 200,000 | 200,000 | - |
| Total Revenues | 1,308,225 | 362,820 | 975,183 | 782,935 |
| Expenses | | | | |
| Salaries & Benefits | 181,676 | 194,291 | 132,447 | 239,531 |
| Services & Supplies | 498,886 | 56,100 | 476,676 | 103,459 |
| Loans Made | - | 500,000 | 104,009 | 105,050 |
| Capital Outlay | - | - | - | - |
| Transfers Out | - | - | - | - |
| Total Expenses | 680,562 | 750,391 | 713,132 | 448,040 |
| Ending Fund Balance | \$ 733,004 | \$ 345,433 | \$ 995,055 | \$ 1,329,950 |

CAL HOME REVOLVING LOAN FUND

Activity

This Fund accounts for Program Income from the Cal Home Revolving Loan Fund.

FUND: 230

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 766,953 | \$ 1,004,186 | \$ 1,004,186 | \$ 1,099,958 |
| Revenues | | | | |
| Revenues | 4,793 | 4,400 | 2,468 | 2,443 |
| Interfund Transfers In | 232,440 | 92,000 | 93,304 | 92,380 |
| Total Revenues | 237,233 | 96,400 | 95,772 | 94,823 |
| Expenses | | | | |
| Salaries & Benefits | - | 25,000 | - | - |
| Services & Supplies | - | 7,000 | - | 7,000 |
| Loans Made | - | 275,000 | - | 275,000 |
| Total Expenses | - | 307,000 | - | 282,000 |
| Ending Fund Balance | \$ 1,004,186 | \$ 793,586 | \$ 1,099,958 | \$ 912,781 |

HOME REVOLVING LOAN FUND

Activity

This Fund accounts for Program Income from Home Loans.

FUND: 231

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 861,285 | \$ 1,983,634 | \$ 1,983,634 | \$ 730,916 |
| Revenues | | | | |
| Revenues | 1,102,499 | 308,700 | 462,122 | 457,547 |
| Transfers In | 614,658 | 20,000 | 569,108 | 563,473 |
| Total Revenues | <u>1,717,157</u> | <u>328,700</u> | <u>1,031,230</u> | <u>1,021,020</u> |
| Expenses | | | | |
| Salaries & Benefits | 57,299 | 40,000 | 96,448 | 97,412 |
| Services & Supplies | 537,509 | 21,572 | 874,591 | 883,337 |
| Loans Made | - | 800,000 | 1,312,909 | 726,038 |
| Transfers Out | - | - | - | - |
| Total Expenses | <u>594,808</u> | <u>861,572</u> | <u>2,283,948</u> | <u>1,706,787</u> |
| Ending Fund Balance | \$ 1,983,634 | \$ 1,450,762 | \$ 730,916 | \$ 45,149 |

USDA RURAL BUSINESS ENTERPRISE REVOLVING FUND

Activity

The Rural Business Enterprises Grants program provides grants for projects that facilitate development of small and emerging rural business and a broad array of related activities.

FUND: 232

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 23,551 | \$ 26,433 | \$ 26,433 | \$ 28,108 |
| Revenues | | | | |
| Revenues | 2,882 | 110 | 64 | 65 |
| Interfund Transfers | 2,750 | 3,000 | 1,611 | 1,627 |
| Total Revenues | 2,882 | 3,110 | 1,675 | 1,692 |
| Expenses | | | | |
| Services & Supplies | - | - | - | - |
| Capital Outlay | - | - | - | - |
| Transfers Out | - | - | - | - |
| Total Expenses | - | - | - | - |
| Ending Fund Balance | \$ 26,433 | \$ 29,543 | \$ 28,108 | \$ 29,800 |

CITY REVOLVING LOAN FUND

Activity

This Fund accounts for the City Revolving Loan Fund, including payments of principal and interest. These are City housing funds, not grant funds.

FUND: 233

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 249,487 | \$ 250,710 | \$ 250,710 | \$ 252,027 |
| Revenues | | | | |
| Revenues | 1,223 | 1,420 | 1,317 | 1,330 |
| Transfers In | - | - | - | - |
| Total Revenues | 1,223 | 1,420 | 1,317 | 1,330 |
| Expenses | | | | |
| Salaries & Benefits | - | - | - | - |
| Services & Supplies | - | - | - | - |
| Loans Made | - | 75,000 | - | 75,000 |
| Transfers Out | - | - | - | - |
| Total Expenses | - | 75,000 | - | 75,000 |
| Ending Fund Balance | \$ 250,710 | \$ 177,130 | \$ 252,027 | \$ 178,357 |

DEBT SERVICE FUND

Activity

This Fund accounts for activities related to paying the Debt Service on several City loans and the PERS Pension Bond.

FUND: 250

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 10,111 | \$ 13,149 | \$ 13,149 | \$ 48,155 |
| Revenues | | | | |
| Revenues | 834,422 | 862,906 | 1,338,684 | 1,366,490 |
| Transfers In | 672,200 | 220,000 | 220,000 | 220,000 |
| Total Revenues | 1,506,622 | 1,022,448 | 1,558,684 | 1,586,490 |
| Expenses | | | | |
| Principal retirement | 1,238,665 | 838,210 | 1,045,385 | 987,391 |
| Interest and fiscal charges | 264,919 | 210,867 | 478,293 | 580,639 |
| Total Expenses | 1,503,584 | 1,049,077 | 1,523,678 | 1,568,030 |
| Ending Fund Balance | \$ 13,149 | \$ (13,481) | \$ 48,155 | \$ 66,615 |

CAPITAL ASSET REPLACEMENT FUND

Activity

This Fund was established to account for major purchases and replacement of equipment and vehicles for various Departments within the City.

FUND: 300

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 1,106,568 | \$ 1,170,233 | \$ 1,170,233 | \$ 1,516,921 |
| Revenues | | | | |
| Revenues | 1,521,224 | 5,706 | 17,620 | 3,379 |
| Transfers In | - | 1,500,000 | 1,500,000 | 1,500,000 |
| Total Revenues | 1,521,224 | 1,505,706 | 1,517,620 | 1,503,379 |
| Expenses | | | | |
| Services & Supplies | 1,457,559 | | | |
| Capital Outlay | - | 1,500,000 | 1,170,932 | 2,000,000 |
| Total Expenses | 1,457,559 | 1,500,000 | 1,170,932 | 2,000,000 |
| Ending Fund Balance | \$ 1,170,233 | \$ 1,175,939 | \$ 1,516,921 | \$ 1,020,300 |

CAPITAL IMPROVEMENTS FUND

Activity

This Funds purpose is to account for major renovations and repairs to City infrastructure.

FUND: 302

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 30,119 | \$ 1,446,794 | \$ 1,446,794 | \$ 2,950,848 |
| Revenues | | | | |
| Revenues | 1,480 | 1,097 | 4,054 | 4,095 |
| Transfers In | 1,500,000 | 1,500,000 | 1,500,000 | 1,500,000 |
| Total Revenues | 1,501,480 | 1,501,097 | 1,504,054 | 1,504,095 |
| Expenses | | | | |
| Services & Supplies | | | | |
| Capital Outlay | 84,805 | 2,500,000 | - | 2,500,000 |
| Total Expenses | 84,805 | 2,500,000 | - | 2,500,000 |
| Ending Fund Balance | \$ 1,446,794 | \$ 447,891 | \$ 2,950,848 | \$ 1,954,943 |

CAPITAL PROJECTS FUND

Activity

The Capital Projects Fund was established to provide for new City infrastructure requirements.

FUND: 303

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 1,208,705 | \$ 2,727,835 | \$ 2,727,835 | \$ 1,599,927 |
| Revenues | | | | |
| Revenues | 5,083 | 4,343 | 5,457 | 5,511 |
| Transfers In | 3,000,000 | - | - | - |
| Total Revenues | 3,005,083 | 4,343 | 5,457 | 5,511 |
| Expenses | | | | |
| Services & Supplies | | | | |
| Capital Outlay | 1,485,953 | 2,000,000 | 1,133,365 | 1,600,000 |
| Transfer out to other agency | | | | |
| Total Expenses | 1,485,953 | 2,000,000 | 1,133,365 | 1,600,000 |
| Ending Fund Balance | \$ 2,727,835 | \$ 732,178 | \$ 1,599,927 | \$ 5,438 |

CAPITAL PROJECTS FUND (RDA BOND PROCEEDS)

Activity

This Fund was established to account for capital improvements with the excess RDA bond proceeds. Projects must be consistent with the original purpose of the bond proceeds.

FUND: 304

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 1,805,807 | \$ 1,200,541 | \$ 1,200,541 | \$ 916,106 |
| Revenues | | | | |
| Revenues | 7,507 | 10,110 | 2,791 | 2,819 |
| Transfers In | - | - | - | - |
| Total Revenues | <u>7,507</u> | <u>10,110</u> | <u>2,791</u> | <u>2,819</u> |
| Expenses | | | | |
| Services & Supplies | - | - | - | - |
| Capital Outlay | 612,773 | 1,000,000 | 287,226 | 900,000 |
| Transfer out to other agency | - | - | - | - |
| Total Expenses | <u>612,773</u> | <u>1,000,000</u> | <u>287,226</u> | <u>900,000</u> |
| Ending Fund Balance | \$ 1,200,541 | \$ 210,651 | \$ 916,106 | \$ 18,925 |

SEWER FUND

Activity

The Public Works Department oversees the Sewer Fund. This Fund accounts for the activities related to the operation and maintenance of the Sewer Collection System.

FUND: 400

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 14,017,360 | \$ 12,729,992 | \$ 12,729,992 | \$ 13,135,944 |
| Revenues | | | | |
| Revenues | 4,353,951 | 3,960,172 | 4,653,932 | 4,700,472 |
| Transfers In | - | - | - | - |
| Total Revenues | 4,353,951 | 3,960,172 | 4,653,932 | 4,700,472 |
| Expenses | | | | |
| Salaries & Benefits | 637,816 | 742,517 | 616,868 | 827,249 |
| Services & Supplies | 4,747,741 | 5,775,329 | 2,900,668 | 5,008,693 |
| Capital Outlay | - | - | 474,683 | 375,000 |
| Transfers Out | 255,762 | 255,761 | 255,761 | 255,761 |
| Total Expenses | 5,641,319 | 6,773,607 | 4,247,980 | 6,466,703 |
| Ending Fund Balance | \$ 12,729,992 | \$ 9,916,557 | \$ 13,135,944 | \$ 11,369,713 |

AIRPORT FUND

Activity

The Public Works Department operates, develops and maintains the City's Municipal Airport. The golf course lease and ATC building are included in this Fund.

FUND: 420

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 5,715,771 | \$ 5,443,722 | \$ 5,443,722 | \$ 5,272,992 |
| Revenues | | | | |
| Revenues | 606,817 | 1,477,562 | 794,603 | 808,413 |
| Transfers In | - | - | - | - |
| Total Revenues | 606,817 | 1,477,562 | 794,603 | 808,413 |
| Expenses | | | | |
| Salaries & Benefits | 136,027 | 312,930 | 162,541 | 302,743 |
| Services & Supplies | 655,725 | 702,503 | 715,678 | 716,543 |
| Capital Outlay | - | | | |
| Transfers Out | 87,114 | 87,114 | 87,114 | 87,114 |
| Total Expenses | 878,866 | 1,102,547 | 965,333 | 1,106,400 |
| Ending Fund Balance | \$ 5,443,722 | \$ 5,818,737 | \$ 5,272,992 | \$ 4,975,005 |

STORES REVOLVING FUND

Activity

This Fund accounts for the cost of office and computer supplies, postage and copier machine operation, which are shared by a number of City Departments. This fund will be closed this fiscal year.

FUND: 510

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 25,813 | \$ 26,376 | \$ 26,376 | \$ - |
| Revenues | | | | |
| Reimbursements | 28,735 | 20,147 | 29,843 | - |
| Total Revenues | <u>28,735</u> | <u>20,147</u> | <u>29,843</u> | <u>-</u> |
| Expenses | | | | |
| Office Expense | 28,172 | 19,363 | 31,912 | - |
| Transfers Out | | | 24,307 | |
| Total Expenses | <u>28,172</u> | <u>19,363</u> | <u>56,219</u> | <u>-</u> |
| Ending Fund Balance | \$ 26,376 | \$ 27,160 | \$ - | \$ - |

VEHICLE MAINTENANCE FUND

Activity

The Public Works Department provides maintenance services to the City's fleet of vehicles and miscellaneous small equipment. This fund will be closed this fiscal year.

FUND: 520

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Cash Balance | \$ 100,655 | \$ 166,405 | \$ 166,405 | \$ - |
| Revenues | | | | |
| Revenue | - | - | - | - |
| Transfers In | 744,795 | 669,877 | 696,658 | - |
| Total Revenues | 744,795 | 669,877 | 696,658 | - |
| Expenses | | | | |
| Salaries & Benefits | 290,198 | 362,242 | 312,348 | - |
| Services & Supplies | 388,847 | 307,635 | 445,459 | - |
| Transfers out | | | 105,256 | |
| Total Expenses | 679,045 | 669,877 | 863,063 | - |
| Ending Fund Balance | \$ 166,405 | \$ 166,405 | \$ - | \$ - |

WORKERS COMPENSATION SELF INSURANCE FUND

Activity

This Fund accounts for the City's self insured Workers' Compensation program to pay for on the job injury claims by City's employees.

FUND: 530

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 180,807 | \$ 344,956 | \$ 344,956 | \$ 372,713 |
| Revenues | | | | |
| Revenues | 494,865 | 460,230 | 476,019 | 481,029 |
| Total Revenues | <u>494,865</u> | <u>460,230</u> | <u>476,019</u> | <u>481,029</u> |
| Expenses | | | | |
| Services & Supplies | 329,966 | 399,919 | 443,265 | 443,500 |
| Claims | 750 | 20,000 | 4,997 | 5,000 |
| Transfers Out | - | - | - | - |
| Total Expenses | <u>330,716</u> | <u>419,919</u> | <u>448,262</u> | <u>448,500</u> |
| Ending Fund Balance | \$ 344,956 | \$ 385,267 | \$ 372,713 | \$ 405,242 |

UNEMPLOYMENT SELF INSURANCE FUND

Activity

This Fund accounts for Unemployment Insurance claims. Target Fund Balance is no less than twice the prior years claims expense.

FUND: 540

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 133,701 | \$ 157,669 | \$ 157,669 | \$ 166,189 |
| Revenues | | | | |
| Revenues | 30,842 | 27,200 | 30,431 | 30,400 |
| Total Revenues | 30,842 | 27,200 | 30,431 | 30,400 |
| Expenses | | | | |
| Claims | 6,874 | 10,000 | 21,911 | 22,000 |
| Transfers Out | - | - | - | - |
| Total Expenses | 6,874 | 10,000 | 21,911 | 22,000 |
| Ending Fund Balance | \$ 157,669 | \$ 174,869 | \$ 166,189 | \$ 174,589 |

VISION SELF INSURANCE FUND

Activity

This Fund accounts for the City's self insured Vision Service Plan.

FUND: 550

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Fund Balance | \$ 76,104 | \$ 61,063 | \$ 61,063 | \$ 44,728 |
| Revenues | | | | |
| Revenues | 3,328 | 5,700 | 5,576 | 5,700 |
| Total Revenues | 3,328 | 5,700 | 5,576 | 5,700 |
| Expenses | | | | |
| Services & Supplies | 18,369 | 18,750 | 21,911 | 22,000 |
| Transfers Out | - | - | - | - |
| Total Expenses | 18,369 | 18,750 | 21,911 | 22,000 |
| Ending Fund Balance | \$ 61,063 | \$ 48,013 | \$ 44,728 | \$ 28,428 |

SUCCESSOR AGENCY

Activity

Formerly the Redevelopment Agency Tax Increment Fund. Activities are funded by tax increments as approved by the Oversight Board and the State Department of Finance.

FUND: 560

| | 2020-21 Actual | 2021-22 Budget | 2021-22 Projected | 2022-23 Adopted |
|-------------------------------|-------------------|-------------------|----------------------|--------------------|
| Beginning Cash Balance | \$ 2,116,959 | \$ 2,169,443 | \$ 2,169,443 | \$ 2,223,362 |
| Revenues | | | | |
| Revenues | 1,641,603 | 1,678,392 | 1,642,535 | 1,640,619 |
| Transfers In | | | | |
| Total Revenues | <u>1,641,603</u> | <u>1,678,392</u> | <u>1,642,535</u> | <u>1,640,619</u> |
| Expenses | | | | |
| Salaries & Benefits | 5,000 | 5,000 | 5,000 | 5,000 |
| Services & Supplies | 5,607 | 5,670 | 6,723 | 6,800 |
| Principal retirement | 1,030,000 | 1,080,000 | 1,080,000 | 1,135,000 |
| Interest & fiscal agent fees | 548,512 | 499,394 | 496,893 | 444,019 |
| Transfers Out | - | - | - | - |
| Total Expenses | <u>1,589,119</u> | <u>1,590,064</u> | <u>1,588,616</u> | <u>1,590,819</u> |
| Ending Cash Balance | \$ 2,169,443 | \$ 2,257,771 | \$ 2,223,362 | \$ 2,273,162 |

SUMMARY OF TRANSFERS
FISCAL YEAR 2021-22

| Fund | Account # | Transfer-Out | Transfer-In |
|---------------------------------------|------------------|---------------------|--------------------|
| General Fund - Police Support | 100-2401-4750 | | 170,000 |
| Supplemental Law Enforcement Services | 153-5231-9000 | 120,000 | |
| Public Safety Augmentation | 154-5241-9000 | 50,000 | |
| General Fund - Cost Allocation | 100-3501-4750 | | 359,980 |
| Sewer Fund | 400-4101-9000 | 255,761 | |
| Special Aviation Fund | 420-4201-9000 | 87,114 | |
| Supplemental Benefits Fund | 120-5081-9000 | 5,000 | |
| Housing Program Fund | 221-7011-9000 | 12,105 | |
| General Fund - Streets | 100-3001-4750 | | 468,568 |
| Gas Tax | 117-5071-9000 | 468,568 | |
| City Debt Service Fund | 250-7201-4750 | | 220,000 |
| General Fund | 100-3501-9000 | 220,000 | |
| Capital Asset Replacement Fund | 300-7301-4750 | | 1,500,000 |
| Capital Improvement Fund | 302-7311-4750 | | 1,500,000 |
| General Fund Reserves | 100-3501-4750 | | 1,500,000 |
| 1% District Sales Tax Fund | 102-3502-9000 | 4,500,000 | |
| Subtotal Transfers | | 5,718,548 | 5,718,548 |



City of Oroville

OFFICE OF THE CITY CLERK

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2535 FAX (530) 538-2468
www.cityoforoville.org

Jackie Glover
Assistant City Clerk

NOTICE OF PUBLIC HEARING PRELIMINARY BUDGET & APPROPRIATIONS LIMIT June 21, 2022 5:15pm

NOTICE IS HEREBY GIVEN that The Oroville City Council will conduct a Public Hearing on **June 21, 2022 at 5:15 p.m.**, or soon thereafter as may be heard, at the Oroville City Council Chambers, 1735 Montgomery Street, Oroville, California, to consider action on the following items:

1. The Preliminary Consolidated Municipal Budget of the City of Oroville for the 2022-2023 fiscal year; and
2. A resolution establishing the City's Appropriation Limit for the Fiscal Year 2022-2023

INVITATION TO BE HEARD: Written comments may be submitted to the City Council by the day of the hearing by 2pm to publiccomment@cityoforoville.org. Items mentioned in this notice may be viewed at the City Clerk's Office.

Published by: Jackie Glover, Assistant City Clerk
Date: June 3, 2021



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: RUTH WRIGHT, ASSISTANT CITY ADMINISTRATOR, ADMINISTRATIVE SERVICES

RE: APPROPRIATIONS LIMIT

DATE: JUNE 21, 2022

SUMMARY

The Council will conduct a public hearing and may consider continuing the adoption of the fiscal year 2022-23 Appropriations Limit.

DISCUSSION

Article XIII B of the California State Constitution, commonly referred to as the Gann Initiative or Gann Appropriations Limit, was adopted by California voters in 1980 and placed limits on the amount of proceeds of taxes that State and local agencies can appropriate and spend each year.

The limit is different for every agency and changes each year. The annual limit is based on the amount of tax proceeds that were authorized to be spent in fiscal year 1978-79, modified for changes in inflation and population.

California State law requires that the Appropriations Limit be calculated annually. The Appropriations Limit is hereby made available to the public, in accordance with state law.

The City Finance Department has calculated the fiscal year 2022-23 Appropriations Limit at \$45,318,771, based upon the factors provided by the State Controller. These factors are the percentage change in California per capita income and the percentage change in the population of the County of Butte.

The posting date in the public notice was May 15, 2021, which met the (15) fifteen-day notice requirement for adoption of this limit.

FISCAL IMPACT

The City's expenditures which are subject to the limit are well below the limit, so there is no adverse impact resulting from the adoption of the fiscal year 2022-23 Appropriations Limit. It is not anticipated that City expenditures will come close to the limit in the foreseeable future.

RECOMMENDATION

Adopt Resolution No. 9062- A RESOLUTION OF THE OROVILLE CITY COUNCIL SETTING THE APPROPRIATIONS LIMIT (PROPOSITION 4) FOR FISCAL YEAR 2022-23.

ATTACHMENTS

Resolution No. 9062
Appropriations Limit Calculation
Public Hearing Notice

**CITY OF OROVILLE
RESOLUTION NO. 9062**

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A RESOLUTION OF THE OROVILLE CITY COUNCIL SETTING THE APPROPRIATIONS LIMIT (PROPOSITION 4) FOR FISCAL YEAR 2022-2023

WHEREAS, the setting of the appropriation limit for Fiscal Year 2022-2023 is required by the passage of Proposition 4; and

WHEREAS, the appropriation limit for the City of Oroville has been calculated; and

WHEREAS, the documentation used in the determination of the appropriation limit became available to the public on June 21, 2022; and

WHEREAS, more than fifteen (15) days have elapsed since the documentation became available to the public; and

WHEREAS, the City Council of the City of Oroville has determined that the appropriation limit for Fiscal Year 2022-2023 should be set at \$49,981,948; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Oroville as follows:

- 1. The appropriation limit for the Fiscal Year 2022-2023 is hereby established at \$49,981,948. The factors utilized to calculate the limits in accordance with the requirements of SB1352 are the percentage change in California per capital income and the percentage change in the population of the County of Butte as estimated by the State of California Department of Finance as of January 1, 2022.
- 2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 21, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

**CITY OF OROVILLE
APPROPRIATIONS LIMIT CALCULATION**

| Change In Calendar Year | Limit For Fiscal Year | State Per Capita Personal Income | City of Oroville Population | Butte County Population (1) | Fiscal Year Factors (2) | Cumulative Factors | SB 1352 Appropriations Limit |
|----------------------------------------|--------------------------------------|-----------------------------------------------------|--------------------------------------------|--------------------------------------------|----------------------------------------|-------------------------------|---------------------------------------------|
| 2010 | 2011/12 | 2.51% | 0.3000% | 0.65% | 1.0318 | 7.5314 | 31,277,495 |
| 2011 | 2012/13 | 3.77% | 0.3300% | 0.37% | 1.0415 | 7.8440 | 32,575,511 |
| 2012 | 2013/14 | 5.12% | 3.1300% | 0.55% | 1.0570 | 8.2910 | 34,431,716 |
| 2013 | 2014/15 | -0.23% | 0.1700% | 0.54% | 1.0031 | 8.3166 | 34,538,027 |
| 2014 | 2015/16 | 3.82% | 1.0700% | 0.64% | 1.0448 | 8.6896 | 36,086,867 |
| 2015 | 2016/17 | 5.37% | 1.1186% | 0.21% | 1.0559 | 9.1755 | 38,104,584 |
| 2016 | 2017/18 | 3.69% | 1.0021% | 0.76% | 1.0448 | 9.5864 | 39,810,924 |
| 2017 | 2018/19 | 3.67% | 1.0076% | 0.54% | 1.0423 | 9.9919 | 41,494,854 |
| 2018 | 2019/20 | 3.85% | 1.2035% | -0.63% | 1.0320 | 10.3112 | 42,820,924 |
| 2019 | 2020/21 | 3.73% | -1.0878% | -0.51% | 1.0320 | 10.6416 | 44,192,944 |
| 2020 | 2021/22 | 5.73% | -1.0543% | -0.30% | 1.0541 | 11.2176 | 46,585,024 |
| 2021 | 2022/23 | 7.55% | -1.0624% | -0.24% | 1.0729 | 12.0356 | 49,981,948 |

SPENDING LIMIT CALCULATION FISCAL YEAR 2022-23

| | |
|-------------------------------------------------------|--------------------------|
| Total City Appropriations Per 1978-79 Final Budget | 5,719,869 |
| FY 2022-23 Revenues all funds | 65,855,800 |
| Less: | |
| Non-proceed: 40,291,032 | <u>(40,291,032)</u> |
| Appropriations Subject to Limit | 25,564,768 |
| Appropriations Limit | 49,981,948 |
| Remaining appropriation capacity | <u><u>24,417,180</u></u> |
| Available capacity as % of appropriation limit | 48.85% |

(1) Source: State Department of Finance except Non-residential Assessed Valuation which is to be provided by the Butte County Auditor.

(2) Article XIIB of the California Constitution (Propositions 4 and 111) specifies that appropriations made by governmental entities may increase annually by the change in population of the City or County combined with the change in California per capita personal income; or the change in local assessment roll due to local non-residential construction.

The Fiscal Year Factors indicate the amount by which appropriations may increase each year.



City of Oroville

OFFICE OF THE CITY ADMINISTRATOR

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2433 FAX (530) 538-2468
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Monthly Department Report May 2022

BUILDING

- Permits Issued – 76
- Applications Received - 80
- Total Permits Finalized – 54
- Business Licenses/Occupancies Issued – 6 (2 new business/ 3 owner change/1 location change)
- **Continued increase** in commercial, retail & drive-thru development interest
- Permit Violations due to Code Enforcement Stop Work Notices \$765.00

CODE ENFORCEMENT

MAY 1, 2022 – MAY 31, 2022

| <u>CODE ENFORCEMENT ACTIVITIES</u> | |
|-------------------------------------|-----|
| Total Active Code Enforcement Cases | 455 |
| Cases Closed | 59 |
| New Cases Opened | 218 |

| <u>NEW CODE ENFORCEMENT CASES/ CASE DESIGNATIONS</u> | |
|------------------------------------------------------|----|
| Abandoned Vehicle Abatement | 40 |
| Building Code Violation(s) | 31 |
| Graffiti | 0 |
| Multi-Family | 9 |
| Public Nuisance(s) | 42 |

| | |
|--------------------------------|-----|
| Sub-Standard Housing | 0 |
| New Vacant Building Monitoring | 0 |
| Stop Work Notices Issued | 6 |
| Weed Abatement Notices | 105 |

- In May the Code Enforcement Team and I attended a Webinar training through the California Association of Code Enforcement Officers. The training topics covered in the training were: **What is aggressive behavior, Origins of difficultness, How to avoid “getting hooked”, The role that emotions play, The fight or flight response, Identifying emotional triggers, De-escalation/active listening skills, Setting limits/dealing with profanity.** This training was beneficial to our staff and program not only learning how to deal with difficult citizens, but also learning how to understand the people we work with and the purpose of maintaining a

PLANNING

- The Housing Element is ready for 30-day public review. It will go to the Planning Commission on June 23 and City Council for approval on July 19. Then to HCD for their approval;
- Supported the May Development Review Committee (DRC) meeting and May Planning Commission meetings. Projects reviewed included initial review of Gold Creek Condominiums – see below, and a new façade at the former Ford dealership across the street from Council chambers.
- Completed contract negotiations with North Star Branding, the consultant helping Oroville create its new brand. Council approved the contract on June 7
- Completing negotiations on the South Ophir EIR, preparing to engage EIR consultants.
- Currently reviewing or completed review of 9 active planning and building permit applications including sign, zoning compliance, solar, re-zonings and use permits. Reviewing or completed reviewing of 7 separate event, home occupation and other administrative permits.
- Addressed dozens of phone, walk-in and email inquiries for potential annexations, commercial, industrial, ADU, fence, and setbacks. Helping potential applicants move their projects forward incrementally.
- Held an AB430 public meeting with Gold Creek Condominiums proponent to confirm if the project is CEQA exempt. This is a 5.14-acre mixed use subdivision along Dry Creek fronting Lincoln and Mitchell – 211 residential units and 106,073 square feet of commercial space.
- The Southside Revitalization Zone Champions met on May 25 to plan their neighborhood outreach – The Phoenix Rising Project. Staff is investigating the feasibility of a new façade loan or grant program, especially for businesses. Periodic meetings will be ongoing throughout the Summer.
- Working on small lot development standards to be applicable in Southside, likely 4-foot side setbacks and 15-foot rear setbacks, which will allow larger homes to be built on the 600+ substandard lots.
- Council approved the Fence Ordinance on May 17 and June 7.

- In process—Zoning code updates for ADU's, street vendors, small lot development standards, and outdoor seating in the downtown.
- Placeworks, the General Plan consultant for VMT incorporation into Circulation Element will conduct a project kickoff meeting in June.
- Free Greenhouse Gas emissions inventory update, courtesy of the Sierra Business Council and PG&E, is underway.

PARKS & TREES DEPARTMENT

The following is a list of things we are working on or accomplished in May:

- Cleaning parks and green areas on a routine basis
- Conducted and attended numerous trainings and safety meetings
- Worked in all LLAD areas cleaning, pruning, and weeding
- Trimming small and medium sized trees for site clearances
- Continued watering street trees with the City water truck
- Continued working weekends, cleaning, and working events in the Parks
- Open and close museums on a regular basis
- Install numerous street, regulatory, and warning signs
- Spray herbicides in various areas around the City including roadsides and airport
- Mowed on a regular basis
- Ran street sweeper on a regular basis
- Spent 26 crew hours cleaning and repairing graffitied and vandalized areas throughout the parks and other facilities
- Filled over 180 potholes
- Picked up illegally dumped items on a routine basis throughout town; assisted Code Enforcement and the City Works Crew with private property clean-ups
- Continued running through numerous irrigation systems and making repairs
- Continued painting street markings and legends
- Installed numerous fire breaks in City properties
- Patched and paved Fay Way
- Cleaned, prepped, and worked Feather Fiesta Days

Formed and poured concrete for sidewalks, curb, and gutter on Oak St and on Montgomery St.

BUSINESS ASSISTANCE & HOUSING DEVELOPMENT DEPARTMENT

- Credit Reporting Maintenance (ongoing)
- Loan Portfolio Monitoring (ongoing)
 - a. Payoffs received fiscal year 21/22 in the amount of \$ 1,765,026.89
 - b. Current balance of the loan portfolio is \$37,549.13
 - c. 1891 Gray St. Foreclosure is on hold, property is in escrow to be sold and our loan will be paid.
 - d. 14 Westwood Way-pending
- Veteran's Housing Development Corporation project

- a. 2420 Baldwin Ave. transferred to VHDC currently awaiting permits to begin construction
- b. 3555 Argonaut-VHDC was about to start the rehabilitation on this home but during an inspection, noticed there was significant flooding. Working through details and rehab plan changes.-pending
- c. 711 Montgomery St.(design)
- d. 1275 Mitchell Ave (design)-waiting for city attorney to complete security documents, Plan on starting construction mid-year 2023, with approximately a one-year construction period until completion.
- CDBG DR-MHP -Phase 1 of Lincoln Street Apartments -state issued a Conditional Approval for phase I.
- CDBG CV 2&3
 - OCESD Received plans and are working with architect on bidding documents.
 - Community Action Agency -Staff is in the process of submitting a grant amendment to move the funding from the Utility Assistance Program to the Wyandotte Ave project.
- Staff in the process of submitting 2022 CDBG application for Public Service-Neighborhood cleanup.

CITY CLERK

- Processed 21 Public Records Requests May 2022
 - 84 Public Records Request processed January 1, 2022 – May 31, 2022
 - 31 Open Requests
- Agenda and Meeting Management for 4 Meetings – May 2022
 - 28 meetings through May 31, 2022.
- Upcoming Meetings:
 - Council Meeting – July 5 and 19
 - Planning Commission – June 23
 - Wyandotte Creek GSA – June 23
 - Arts and Parks Commission – August 9
 - SBF Steering Committee – July 27
 - Citizens Oversight Committee – August 23
- Records Management for Council approved documents
- Monthly meeting room setup for LAFCO, OCESD and Chamber of Commerce
- Records Management for Planning Commission
- Received and Processed City Claims
- Continue to work on the City Hall Scanning Project
- Notarized and recorded documents and maps for various departments
- Assisted Departments with Record Searching and retrieval
- Assisted departments with creation of Staff Reports, Resolutions and Ordinances
- Working on Election Duties for November Election
- Update of Conflict-of-Interest Code
- Processed Council Mail, Legal Mail and Certificates of Insurance
- Continue to complete other day to day duties of the Clerks Department

FINANCE DEPARTMENT

- Software deployment
 - Payroll Software, UKG Ready

- Financial Software, Tyler Technologies
- ClearGov Transparency software
 - Digital Budget Book
 - Operational Budgeting
 - Transparency Portal
- Policy updating
 - Split the Budget and Purchasing Policy into two separate policies
 - Create a Sewer Fees policy
- Project to clean up and close the Deposits Payable Agency Fund
- Develop a new cost allocation for the new budget year
- Budget for 2022 23 year
- Set up new web portal for administration of
 - Utility User Tax
 - Transient Occupancy Tax
 - Business Licenses
- Updating the Master Fee Schedule
- Opening a new Investment Managed Account with Chandler Asset Mgmt
 - This task is on hold until the market turns around

HUMAN RESOURCES

- No report provided

RECYCLING PROGRAM

- Working with Jennifer Arbuckle on SB 1383 Ordinance and updating codes.

AIRPORT DIVISION

- Weed abatement - ongoing
- Fuel testing / tank sumping
- Repaired static grounding reel that was damaged by pilot misuse (twice more)
- Continued ongoing replacement of faded “Lumacurve” runway / taxiway sign
- Airport lighting inspections / replacements as needed
- Hangar door maintenance and lubrication as needed
- Install new PAPI fixtures on runway 02 (replacement of inoperative units)

INFORMATION TECHNOLOGY

- The IT department is down 2 employees and is working to refill those positions.
- Moving server infrastructure from the old server room to the new server room.
- Working on wire moves or wire cleanups during the construction at the public safety office.
- The City’s cyber insurance company has posted minimum requirements to maintain being insured. There are a few items the IT department needs to address, and we are working to meet those requirements.
 - Currently installing the new data backup system.
 - Working on configuring the password management software.

- Working with the state to get the Next Generation 911 gear installed at the Police Dept.

GEOGRAPHIC INFORMATION SERVICES

- As needed services provided by Spatial California Services.

PUBLIC WORKS DEPARTMENT

Fleet Maintenance Division

| MAY 2022 SUMMARY BY DEPARTMENTS | | | | | | |
|----------------------------------------|-----------------------------------|-------------------------|----------------------------------|-------------------------|-------------------------|--------------|
| | auto / light truck | heavy equip. | trucks 1-ton plus | small equip. | misc. repair | TOTAL |
| POLICE | 10 | | | | | 10 |
| FIRE | 2 | | 3 | | | 5 |
| PW | | | 4 | | 3 | 7 |
| PARK | | 2 | 1 | 3 | 1 | 7 |
| SEWER | | | 3 | | | 3 |
| BLDG. | | | | | | 0 |
| HOUSING | | | | | | 0 |
| ADM | | | | | | 0 |
| ENGINEERING | 1 | | | | | 1 |
| PLANNING | | | | | | 0 |
| CODE ENFORCEMENT | | | | | | 0 |
| AIRPORT | | | | | | 0 |
| INFORMATION TECHNOLOGY | | | | | | 0 |
| TOTAL | 13 | 2 | 11 | 3 | 4 | 33 |
| | | | | | | 33 |

- Hazmat training

Electrical

- Traffic signal maintenance and functional checks

- Street light inspections once per week during night hours
- Significant misc. electrical work at OPD associated with remodel and dispatch move
- Traffic signal loop detector troubleshooting Wyandotte Ave and Lincoln x Mitchell
- Met onsite with St. Francis regarding the Myers x Mitchell pole base installation/excavation work upcoming
- Installed new (replacement) PAPI lights at airport runway 02

Sewer Division

- Sewer pump station functional tests Mondays, Wednesdays and Fridays
- Monthly electrical generator and alarm system functional tests
- Monthly and bi-monthly “hot spot” sewer line cleaning
- USANorth utility locates daily
- Ongoing condition assessment via sewer line cleaning and CCTV inspections
- Replaced broken manhole casting Morningstar Dr.
- Installed missing lamphole casting Broderick St.
- CCTV van demo for replacement request
- Haz-Mat training
- CERS compliance for Corp. Yard fuel island and maintenance shop (coordinate with Butte County)

ENGINEERING

Capital Projects

PROJECTS AND OTHER ACTIVITIES

No report provided

PUBLIC SAFETY

Police Activity:

- Calls for Service 3,070
- Officer Initiated Incidents 570
 - **Total Incidents 3,640**
 - **Total Reports 380**
 - **Total Arrests 137**
 - **Total Citations 86**

Fire Activity:

- EMS Calls 320
- Traffic Accidents 25
- Fires 30
- Other 99
 - **Total 474**

