



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

December 06, 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(a), the Council will meet with the City Administrator, and the City Attorney relating to existing litigation: Albanese v. City of Oroville, United States District Court, Eastern District of California, Case No.2:22-cv-01131.
2. Pursuant to Government Code Section 54957(b), the Council will meet with the City Administrator and the Personnel Officer related to the following positions: Police Chief and City Administrator
3. Pursuant to Government Code Section 54957(b), the Council will meet with Acting City Administrator, Personnel Officer, and/or City Attorney to consider the evaluation of performance related to the following position: City Administrator/Interim Police Chief

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. Mission Esperanza Presentation by Suzi Kochems

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 - 15** 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 City Council may approve the minutes of November 15, 2022

RECOMMENDATION

Approve the minutes of November 15, 2022

2. ACCEPTANCE OF THE RESULTS OF THE NOVEMBER 8, 2022 MUNICIPAL ELECTION

The City Council is requested to accept the results and adopt a resolution reciting the fact of the General Municipal Election that was consolidated with the Statewide General Election and held on November 8, 2022 and declaring the results and such matters as provided by law.

RECOMMENDATION

Adopt Resolution No. 9111 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION HELD ON NOVEMBER 8, 2022 CANVASSING AND DECLARING THE RESULTS AND SUCH MATTERS AS PROVIDED BY LAW AND PROVIDING FOR THE APPOINTMENT OF THE OFFICES OF THIS CITY THAT WERE TO BE ELECTED ON TUESDAY, NOVEMBER 8, 2022.

3. PROFESSIONAL SERVICES AGREEMENT WITH SUSANNE KOCHEMS D/B/A SILK CONSULTING GROUP FOR ADMINISTRATIVE SERVICES RELATED TO THE ENCAMPMENT RESOLUTION FUNDING GRANT

The City Council may consider a Professional Services Agreement with Suzanne Kochems d/b/a SILK Consulting Group to coordinate, facilitate and manage the Encampment Resolution Grant funding and the associated Mission Esperanza project in coordination and collaboration with the City of Oroville and the Oroville Rescue Mission.

RECOMMENDATION

Adopt Resolution No. 9117 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SUZANNE KOCHEMS D/B/A SILK CONSULTING GROUP IN THE AMOUNT OF \$75,000.00 TO PROVIDE ADMINISTRATION SERVICES IN RELATION TO THE ENCAMPMENT RESOLUTION FUNDING – (Agreement No. 3439)

4. AUTHORIZATION TO PURCHASE THREE NEW FORD F350 DUMP BED TRUCKS FOR PUBLIC WORKS

The Council will receive information regarding the purchase of (3) 2023 Ford F-350 trucks with dump beds from Oroville Ford as budgeted in the 2022/23 Fiscal Year budget with an adjustment following receipt of the 2023 fleet pricing.

RECOMMENDATION

Authorize the Public Works Division to purchase (3) 2023 Ford F-350 pickup trucks with dump beds from Oroville Ford utilizing State Contract pricing as outlined in the staff report.

5. CONTRACT WITH BUTTE CONSTRUCTION COMPANY FOR ROOF REPLACEMENT, FACADE REPAIRS, AND PAINT OF THE CENTENNIAL CULTURAL CENTER

The Council may consider accepting the proposal from Butte Construction Company and consider approval of project contract for the roof replacement and façade repairs and paint of the Centennial Cultural Center facility.

RECOMMENDATION

Approve Res. No. 9114 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AND ACCEPT THE PROPOSAL WITH BUTTE CONSTRUCTION COMPANY AUTHORIZING BUTTE CONSTRUCTION COMPANY TO COMPLETE THE PROPOSED ROOF REPLACEMENT AND FACADE REPAIRS OF THE CENTENNIAL CULTURAL CENTER IN THE AMOUNT OF \$326,701.00 and a 10% contingency in the amount of \$32,670.10 should any deficiencies be discovered during the project; and

Authorize and direct staff to sign and accept the proposal from Butte Construction Company, authorizing the proposed roof replacement and façade repairs and improvements of the Centennial Cultural Center, in the amount of **\$326,701.00 (base bid) and a 10% contingency in the amount of \$32,670.10 should any deficiencies be discovered during the project, for a total of \$359,371.10.**

6. AGREEMENT WITH MELTON DESIGN GROUP, INC. FOR DEVELOPMENT OF A FEATHER RIVER PARKWAY MASTER CONCEPTUAL PLAN

The Council will consider approval of the agreement with Melton Design Group, Inc. to provide conceptual design and cost services for the Feather River Parkway, from the Feather River Nature Center & Bath House to Bedrock Park at the east side of Hwy 70 in preparation of a 2023 Statewide Parks Grant application round.

RECOMMENDATION

Authorize and direct staff to execute an Agreement with Melton Design Group in the amount of \$47,400 to provide conceptual design and cost services for the Feather River Parkway, from the Feather River Nature Center & Bath House to Bedrock Park at the east side of Hwy 70 in preparation of a 2023 Statewide Parks Grant application round.

7. PROJECT TASK ORDERS FOR PROFESSIONAL ENGINEERING AND PLANNING SERVICES WITH STREAMLINE ENGINEERING

The Council may consider approving Task Orders with Streamline Engineering for structural engineering of two City facility improvement projects.

RECOMMENDATION

Authorize approval of Task Orders with Streamline Engineering for the structural engineering and design of the Kayak Kiosk and the Oroville Convention Center ADA Improvements.

8. W. GILBERT ENGINEERING - TASK ORDER #6 – PSA OROVILLE RESCUE MISSION PALLET SHELTERS

The Council may consider directing Staff to issue Task Order #6 (TO #6) to W Gilbert Engineering to provide surveying, design, and bid documents for the construction of street improvements, sewer facilities, and drainage facilities at the Oroville Rescue Mission associated with installation of pallet shelters and other housing accoutrements.

RECOMMENDATION

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

9. DONATIONS TO THE C.F. LOTT HOME

The City Council may consider acknowledging the receipt of a collection of various items to the C.F. Lott Home.

RECOMMENDATION

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

10. DONATIONS TO THE CHINESE TEMPLE

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

RECOMMENDATION

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

11. DONATIONS TO THE PIONEER HISTORY MUSEUM

The City Council may consider acknowledging the receipt of a collection of various items to the Pioneer History Museum.

RECOMMENDATION

Acknowledge receipt of the donations for the Pioneer Museum and recommend that the City Council accept the donations.

12. CONSIDER AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KOFF & ASSOCIATES TO CONDUCT A CITYWIDE COMPENSATION STUDY

The Council may consider and approve the professional services agreement between the City of Oroville and Koff & Associates to conduct a citywide compensation study.

On November 1, 2022, the City Council approved and authorized moving forward with the proposal from Koff & Associates to conduct a citywide compensation study.

RECOMMENDATION

Adopt Resolution No. 9116 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH KOFF AND ASSOCIATES TO CONDUCT A CITYWIDE COMPENSATION STUDY.

13. CORONAVIRUS FISCAL RECOVERY FUNDING, IN AN AMOUNT OF \$300,000 FOR THE OROVILLE INN PAYMENT EXTENSION FOR 90 DAYS

The City Council will consider a 90-day extension of loan payment for the Oroville Inn. The Oroville Inn was loaned 300,000 in December of 2021 at 3.2% interest. Loan interest only payments are due annually. The Oroville Inn is in the process of refinancing and needs an additional 60 to 90 days to complete the process

RECOMMENDATION

Approve 90-day loan repayment extension

14. REVISED 2022 PLHA COMPETITIVE GRANT APPLICATION AND RESOLUTION FOR LINCOLN STREET APARTMENTS PHASE I

The Council may approve the filing of a revised application to the Department of Housing and Community Development (HCD) for \$2,500,00 for the new multi-family development of Lincoln Street Family Apartments Phase I.

RECOMMENDATION

Approve the submittal of PLHA Competitive Program grant application for \$2,500,000 for Lincoln Street Family Apartments Phase I; and

Authorize staff to implement grant if awarded, and

Adopt Resolution No. 9115 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING THE APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM NONENTITLEMENT LOCAL GOVERNMENT COMPETITIVE COMPONENT FOR LINCOLN STREET FAMILY APARTMENTS PHASE I IN THE AMOUNT OF \$2,500,000.

15. APPROVE AGREEMENT FOR ENCAMPMENT RESOLUTION FUNDING GRANT NUMBER 22-ERF-2-L-10006 AND AUTHORIZE THE EXECUTION OF SUB-RECIPIENT AGREEMENT WITH OROVILLE RESCUE MISSION FOR MISSION ESPERANZA

The City Council may consider approving an agreement in the amount of \$2,733,374.11, with the California Business, Consumer Services and Housing Agency for Encampment Resolution grant number 22-ERF-2-L-10006, funding to support capacity building efforts to provide outreach, housing and supportive services to unsheltered persons residing in the city of Oroville.

Additionally, the City Council may consider authorizing the execution of a sub-recipient agreement with the Oroville Rescue Mission to provide housing and supportive services articulated for Mission Esperanza.

RECOMMENDATION

Adopt Resolution No. 9112- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA APPROVING THE GRANT AWARD NUMBER 22-ERF-2-L-10006 OF \$2,733,374.11 FOR ENCAMPMENT RESOLUTION FUNDING.

Adopt Resolution No. 9113- A RESOLUTION AUTHORIZING THE EXECUTION OF A SUB-RECIPIENT AGREEMENT WITH THE OROVILLE RESCUE MISSION TO PROVIDE THE NECESSARY HOUSING AND SUPPORTIVE SERVICES IN SUPPORT OF THE ENCAMPMENT RESOLUTION FUNDING.

REGULAR BUSINESS

16. CONSIDER AND ADOPT THE SIDE LETTER AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICER'S ASSOCIATION SWORN AND NON-SWORN UNITS

The City Council will consider and adopt the side letter agreement between the City of Oroville and the Oroville Police Officer's Association Sworn and Non-Sworn Units (OPOA).

RECOMMENDATION

Adopt A SIDE LETTER AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS' ASSOCIATION - SWORN UNIT AND NON-SWORN UNIT.

17. MUNICIPAL LAW ENFORCEMENT EXPANSION

The Council may consider the expansion of the Municipal Law Enforcement services to bolster patrols City wide to include Parks and Trails

RECOMMENDATION

Authorize the expansion of the Municipal Law Enforcement program to include the hiring of 8 additional Municipal Law Enforcement Officers and the purchasing of equipment as outlined in this staff report.

REPORTS / DISCUSSIONS / CORRESPONDENCE

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

ADJOURN THE MEETING

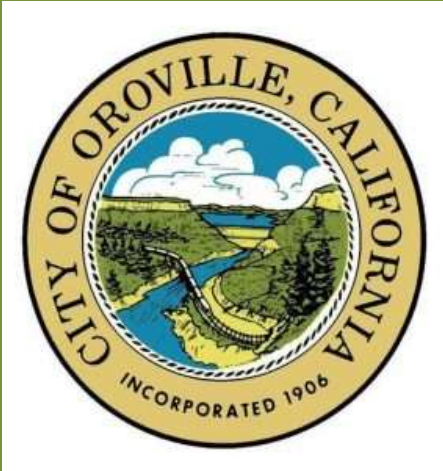
The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on January 3, 2022 at 8:00 p.m.

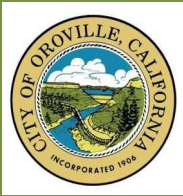
Accommodating Those Individuals with Special Needs – In compliance with the Americans with Disabilities Act, the City of Oroville encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public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

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

CITY COUNCIL MEETING

December 6, 2022





Encampment Resolution Funding Program - Background

- In October 2021, the California Homeless Coordinating and Financing Council released a request for application for Encampment Resolution Funding with applications due in December, 2021. The City of Oroville submitted an application by the deadline.
- This funding was established to assist local jurisdictions initiate innovative and replicable efforts to resolve encampment concerns and to support individuals in accessing safe and stable housing
- On October 27, 2022, the City of Oroville was awarded \$2,733,374.11 in Encampment Resolution Funding (ERF) Program grant funds from the California Interagency Council on Homelessness (Cal ICH). The project is titled “Mission Esperanza”
- **Two primary objectives for ERF Program projects:**
 1. Achieve safe and sustainable exits from homelessness for unsheltered residents of a particular encampment area through coordinated services and improved housing options.
 2. Facilitate an evaluation of activities and outcomes for the purpose of sharing scalable and replicable encampment resolution models that may be implemented across the state.



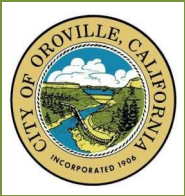
Encampment Resolution Funding Program - Background

- In the application, the city, in coordination with the Oroville Rescue Mission, proposed a \$2,733,374 program over a three-year period that includes funding for housing navigation, outreach and engagement, congregate and non-congregate shelter options, alternative sheltering options, transportation, access to permanent housing and a variety of mainstream services.
- The proposed program will serve approximately 80 individuals over the duration of the grant term with the majority of those being served in the first year.
- The proposed program will build on existing programs within the Mission to support timely implementation and collaborative structures for program sustainability.
- The proposed program will focus on the Housing First approach using Trauma Informed practices and a Harm Reduction model.



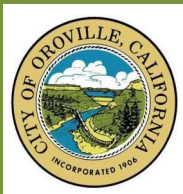
Encampment Resolution Funding Program - Background

- Housing First approach-simply stated, this approach recognizes that people experiencing homeless should be connected to housing as quickly as possible through programs that remove barriers to accessing housing, like requirements for sobriety or the absence of criminal history.
- Trauma Informed practices-outreach and housing teams will approach clients through a strengths-based lens and provide clients with safety, respect, dignity and choice.
- Harm Reduction model-a comprehensive approach to addressing substance use disorders through prevention, treatment and recovery where individuals who use substances set their own goals. This model recognizes that drug and alcohol use and addiction may be a part of a participant's life, where participants are engaged in nonjudgmental communication regarding their drug/alcohol use, and where the participants are offered education regarding how to avoid risky behaviors and engage in safer practices, including treatment, should they choose.



Summary of Key Actions To-date

<p>Request for Application Period</p> <p><i>-late October to December 29th, 2021</i></p>	<ul style="list-style-type: none"> -City staff and Oroville Rescue Mission staff gathered input and buy- in from multiple partners to develop and submit an application to the ERF Program
<p>Notice of ERF Award and Initial Planning</p> <p><i>-October 27, 2022 to November 30, 2022</i></p>	<ul style="list-style-type: none"> -Reconnect with proposed partner organizations to confirm commitment, service plan, and anticipated costs, as well as completed the project implementation report and revised budget documents for Cal ICH -Review of grant agreements and related documents
<p>Encampment Resolution Project Planning and Implementation</p> <p><i>-December 2022-April 2023</i></p>	<ul style="list-style-type: none"> -Prepare an implementation plan including timelines for completion -Prepare the project site for additional capacity -Prepare detailed service agreements, procurement documents, and policy documents for the ERF Program project through regular meetings and



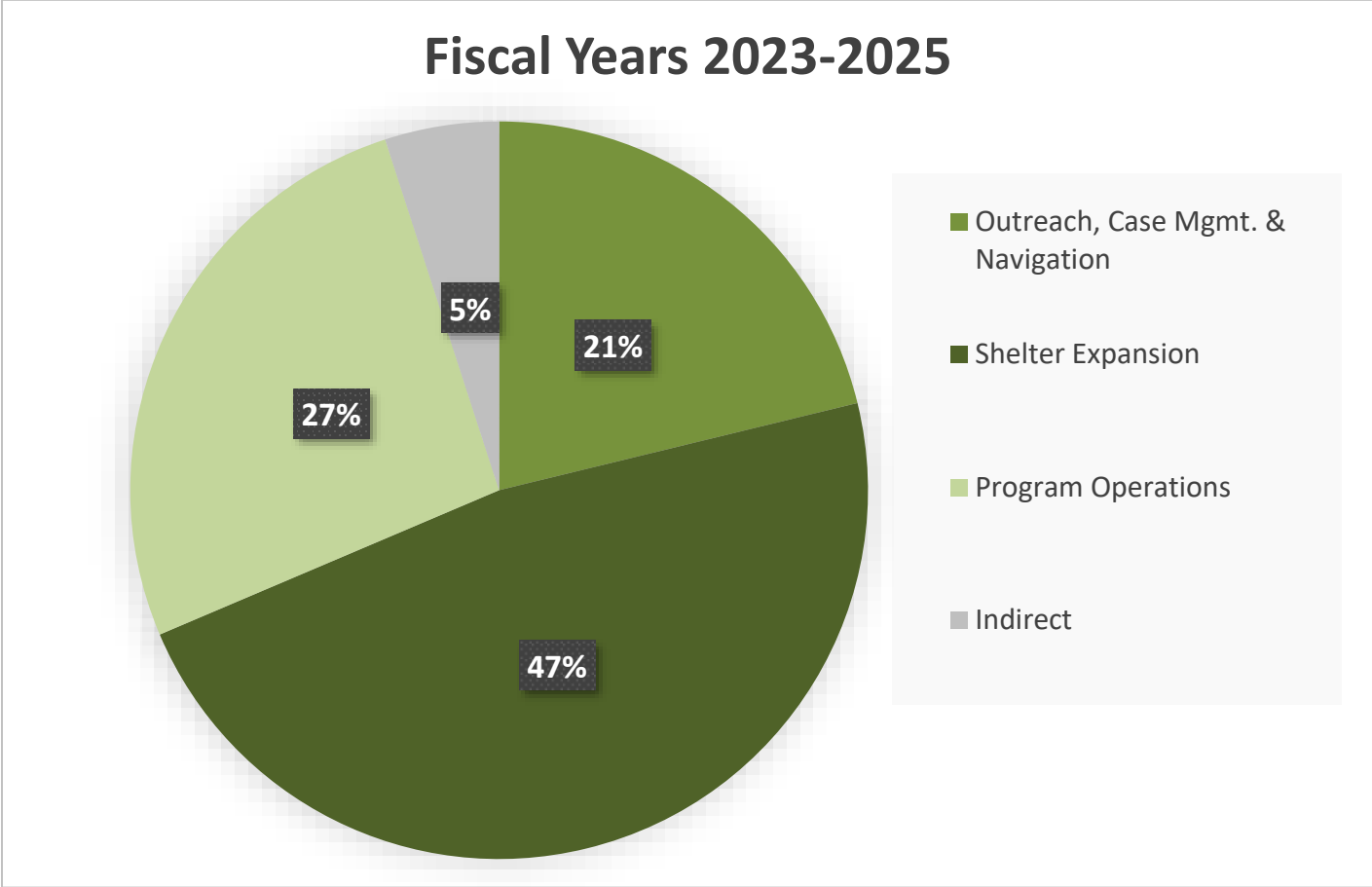
What's next in the Planning Process?

Although the Implementation Report and Plan are being worked on, Staff expects that they will return to Council with updates on the following:

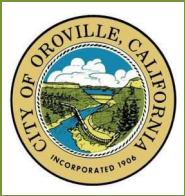
- **Grant agreement with Cal ICH (state agency)**
 - **Sub-recipient agreement with the Oroville Rescue Mission to support program operations**
 - Outreach Workers/ Housing Navigators/Intake/Transportation (staffing)
 - Ongoing service provision & operational costs (supplies, insurance, cleaning, food, vehicle maintenance, utilities, shelter, safety, HMIS, etc.)
 - **Professional Services agreement for Project Oversight, Training and Technical Assistance (consultant)**
- **Predevelopment Site Prep Work**
 - **Procurement Documents**
 - General contractor
 - Shelter units (96 sq ft Pallet Shelter)
 - Transportation vehicle
 - **Encampment Clean up and Disposal (city staff)**



Distribution of Full ERF Award (initial budget)



City of Oroville awarded a grant in the amount of **\$2,733,374**



Anticipated Project Milestones

Implementation of all outreach and engagement services (field)	September-October 2023
Facilitate a safe and sustainable exit from homelessness to transitional or permanent housing for first 5 clients	October 2023
Expend at least 50% of entire ERF Program grant award (≈\$1,366,000)	June 30, 2024

- Comprehensive monthly and quarterly reporting on clients and project outcomes will be prepared for Cal ICH
- City staff will share progress on a quarterly basis with City Council and other local stakeholders



Questions and Comments

- Suzi Kochems, Consultant
 - suzi@silkconsultinggroup.com
 - (530) 228-7811



Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**November 15, 2022
REGULAR MEETING
MINUTES**

This agenda was posted on November 10, 2022. This meeting was recorded and may be viewed at Cityoforoville.org or on YouTube.

CALL TO ORDER / ROLL CALL

Mayor Reynolds opened the meeting at 4pm

PRESENT: Council Members: David Pittman (4:04pm Arrival), Eric Smith, Krysi Riggs, Art Hatley, Janet Goodson (Absent 4:34-4:36pm), Vice Mayor Scott Thomson (Left at 5:27pm), Mayor Chuck Reynolds

STAFF: City Administrator Tom Lando, Assistant City Clerk Jackie Glover, Director of Business Assistance and Housing Amy Bergstrand, Police Chief Bill LaGrone, Director of Code Enforcement Ron Belser, City Attorney Scott, Assistant City Administrator Ruth Duncan, Assistant Community Development Director Dawn Nevers, Recycling Coordinator Damon Robison, City Treasurer Karolyn Fairbanks.

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with the City Administrator and the Personnel Officer related to the following positions: Police Chief and City Administrator

OPEN SESSION

1. Announcement from Closed Session – Mayor Reynold announced that no action was taken; direction was given.
2. Pledge of Allegiance – Led by Mayor Reynolds
3. Adoption of Agenda – Motion by Vice Mayor Thomson and seconded by Council Member Riggs to adopt the agenda. Motion passed.

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

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

Individuals who spoke on non-agenda items:

- Annie Terry
- Bill Speer

Individuals who spoke on agenda items:

- Marci Walton and Amy Jernigan – Item 10

CONSENT CALENDAR

Motion by Council Member Goodson and second by Council Member Smith to approve the consent calendar excluding items 2, 3, and 4. Motion passed.

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

1. APPROVAL OF THE MINUTES

The City Council approved the Minutes of November 1, 2022.

5. RAINFOREST ART PROJECT AGREEMENT FOR THE ART WALL ALONG TABLE MOUNTAIN BLVD.

The Oroville City Council approved a three-year agreement with the Rainforest Art Project for the Great Feather River Mosaic Murals Project along Table Mountain Boulevard.

6. AMENDMENT NO. 1 TO THE AGREEMENT WITH WES ERVIN & ASSOCIATES, PLANNING SERVICES

The Council approved an amendment to the agreement with Wes Ervin & Associates, for contract Planning Services by adopting Agreement No. 3349-1 A Services Agreement Amendment to the professional Contract Planning Services by and between the City of Oroville and Wes Ervin & Associates.

7. AGREEMENT WITH BRANDLEY ENGINEERING FOR CONSULTING SERVICES FOR THE OROVILLE MUNICIPAL AIRPORT

The Council adopted Resolution No. 9107 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH BRANDLEY ENGINEERING FOR CONSULTING SERVICES FOR THE OROVILLE MUNICIPAL AIRPORT – (Agreement No. 3322-3).

8. APPROVAL OF INVOICE FROM ST. FRANCIS ELECTRIC FOR INSTALLATION OF ADA CURB RAMPS AT MYERS ST. AND MITCHELL AVE.

The Council authorized staff to process the invoice from St. Francis Electric for the installation of ADA curb ramps at Myers St. and Mitchell Ave. for the sum of \$12,700.00

9. 2022 PLHA COMPETITIVE GRANT APPLICATION FOR LINCOLN STREET APARTMENTS PHASE I AND PHASE II

The Council approved the submittal of PLHA Competitive Program grant application for \$1,700,000 for Lincoln Street Family Apartments Phase I; and approved the submittal of PLHA Competitive grant application for \$2,500,000 for Lincoln Street Senior Apartments Phase II; authorized staff to implement grant if awarded; and adopted Resolution No. 9109 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING THE APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM NON-ENTITLEMENT LOCAL GOVERNMENT COMPETITIVE COMPONENT FOR

LINCOLN STREET FAMILY APARTMENTS PHASE I IN THE AMOUNT OF \$1,700,000; and adopt Resolution No. 9110 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING THE APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM NON-ENTITLEMENT LOCAL GOVERNMENT COMPETITIVE COMPONENT FOR LINCOLN STREET SENIOR APARTMENTS PHASE I IN THE AMOUNT OF \$2,500,000.

Council Member Pittman recused himself from the room for item 4.

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

The Council considered a design contract amendment for the SR 162 ATP Project to complete additional survey, signal modifications, and right-of-way (ROW) impact cure (parking lot design) for businesses. This additional work is required by Caltrans for the City to receive encroachment permit and required to cure parking impacts to businesses due to the new sidewalk and ROW acquisition.

Motion by Council Member Riggs and seconded by Council Member Goodson to approve Amendment No. 3 for Mark Thomas & Company, Inc. Motion passed.

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

Council Member Pittman returned to the meeting after item 4 was completed.

Council Member Smith recused himself from items number 3.

3. AUTHORIZE TO AWARD CONTRACT FOR TREE PRUNING SERVICES

The Council awarded a contract for tree pruning services within the City’s public right of way to Tree of Life Services in an amount not to exceed \$1,450 per day or \$120,000.00 annually.

Motion by Vice Mayor Thomson and seconded by Council Member Riggs to authorize Staff to award the bid and sign a contract for tree pruning services within the City’s public right of way with Tree of Life Services

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

Council Member Smith returned to the meeting after item 3 was complete.

2. ADOPTION OF THE LAST YAHY INDIAN LANDMARK

The Council reviewed and considered approval of the adoption of California Historical Landmark No. 809, “The Last Yahy Indian” by the Native Sons of the Golden West.

Motion by Council Member Smith and seconded by Council Member Riggs to approve the adoption of The Last Yahy Indian Landmark following the Adopt A Park guidelines. Motion passed.

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

REGULAR BUSINESS

10. RECOLOGY OF BUTTE COLUSA COUNTY FRANCHISE AGREEMENT AMENDMENT AND SERVICE RATE INCREASE FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, RECYCLABLES AND ORGANICS AS REQUIRED BY SB 1383

The Council received information and considered approving a new franchise agreement with Recology of Butte Colusa County to include the recent CalRecycle mandates for AB 341, AB 1826, and SB 1383 in addition to the service rate increase of 12% for the purchase of one new truck to (with driver) and containers with the expanded organics collection services required by SB 1383.

Motion by Council Member Goodson and seconded by Council Member smith to approve an amended resolution No. 9108 related to agreement 3436. Motion passed.

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

11. REQUEST FOR COUNCIL DIRECTION TO PROCURE DRAWINGS FOR THE SANK PARK FENCE

The Council received information of procurement of fence drawing for the Sank Park fence as requested by City Council.

Motion by Council Member Riggs and second by Council Member Goodson to directed staff to develop required detailed drawings for the fence and send out a new RFP. Motion passed.

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

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
 - a. Riggs – Announced the January 18-20 – New Mayor and Council Training and Downtown Business Association upcoming events
 - b. Smith – Spoke about the Parade of Lights December 10th; mentioned he attended South Oroville Historical Society Event
 - c. Pittman – Mentioned a Housing Project Meeting for Lincoln St. with the Richmond Group
 - d. Reynolds – Mentioned the Veterans Day Parade and gave thanks to all the groups and individuals who made the event a success
2. Future Agenda Items
 - a. Pittman – Striping of Streets,
 - b. Thomson/Goodson – Phone System
 - c. Hatley – security of town and parks
3. Administration Reports

- a. Lando – Chico and Redding use private security and he is researching other cities who use it as well; provided a SB 1439 update and explanation
- b. Nevers – Mentioned the ODBA holiday decorations and that Sierra Pacific Industries donated the city Christmas Tree; Mentioned that the Monthly Report was attached to the agenda packet.
- c. Duncan – Provided a Solar Loan payment update; mentioned the Cal Pers Conference and stated that updates are coming; spoke about 2 Vacancies in Finance and gave a Payroll Software update,
- d. Belser – Provided a Housing Navigator update and gave a general department update including staffing.
- e. LaGrone – Gave a Police Department update and spoke about staffing.
- f. Departmental Reports for Council Update October 2022 (Written Report)
- g. Police Department Monthly Report for October 2022 (Written Report)

ADJOURN THE MEETING

Mayor Reynold adjourned the meeting at 5:44pm.

APPROVED:

ATTESTED:

Mayor Chuck Reynolds

Assistant City Clerk Jackie Glover



CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: JACKIE GLOVER, ASSISTANT CITY CLERK

**RE: ACCEPTANCE OF THE RESULTS OF THE NOVEMBER 8, 2022
MUNICIPAL ELECTION**

DATE: DECEMBER 06, 2022

SUMMARY

The City Council is requested to accept the results and adopt a resolution reciting the fact of the General Municipal Election that was consolidated with the Statewide General Election and held on November 8, 2022 and declaring the results and such matters as provided by law.

DISCUSSION

The City of Oroville Municipal Election was consolidated with the Statewide General Election and held on November 8, 2022 for the purpose of electing a Mayor, a treasurer, and three (3) City Council Members, one each for Districts A, B, F, each to serve a four-year term of office.

The Statement of Vote reports the following results for city offices:

- David Pittman, Mayor
- Tracy Johnstone, Council Member District A
- Shawn Webber, Council Member District F
- Karolyn Fairbanks, Treasurer

The following person is appointed to the office to which he was nominated, and is considered to be the same as being elected pursuant to 10229(a)(3) of the Election Code:

- Eric Smith, Council Member, District B

FISCAL IMPACT

The County of Butte conducted the municipal election and will bill the City of Oroville for its respective costs for the election process. Cost is still unknown at this time.

RECOMMENDATION

Adopt Resolution No. 9111 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION HELD ON NOVEMBER 8,

2022 CANVASSING AND DECLARING THE RESULTS AND SUCH MATTERS AS PROVIDED BY LAW AND PROVIDING FOR THE APPOINTMENT OF THE OFFICES OF THIS CITY THAT WERE TO BE ELECTED ON TUESDAY, NOVEMBER 8, 2022.

ATTACHMENTS

1. Resolution No. 9111
2. Butte County Clerk/Recorder Certification

**CITY OF OROVILLE
RESOLUTION NO. 9111**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION HELD ON NOVEMBER 8, 2022 CANVASSING AND DECLARING THE RESULTS AND SUCH MATTERS AS PROVIDED BY LAW AND PROVIDING FOR THE APPOINTMENT OF THE OFFICES OF THIS CITY THAT WERE TO BE ELECTED ON TUESDAY, NOVEMBER 8, 2022.

WHEREAS, a General Municipal Election consolidated with the Statewide General Election was held and conducted in the City of Oroville, California, on Tuesday, November 8, 2022, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; voting precincts were properly established; election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections; and

WHEREAS, the County Election Department canvassed the returns of the election and has certified the results to this City Council. The results are received, attached and made a part hereof as Exhibit "A".

WHEREAS, pursuant to 10229 of the Election Code of the State of California, as of the close of the nomination period on August 12, 2022, there are not more candidates than offices to be elected in District B and that 10229 of the Election code allows the City Council to appoint to the office the person who has been nominated.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oroville, does resolve, declare, determine and order as follows:

Section 1: That the election results set forth in Exhibit A are accepted by the City Council.

Section 2. That the names of persons voted for at the election for Mayor were:

DAVID PITTMAN
CHUCK REYNOLDS

That the names and persons voted for at the election for District A were:

TRACY JOHNSTONE
ART HATLEY

That the names and persons nominated for election for District B were:

ERIC SMITH

That the names and persons voted for at the election for District F were:

SHAWN WEBER
NATALIE SHEARD

That the names and persons voted for at the election for Treasurer were:

KAROLYN FAIRBANKS
AUGUST LINCOLN

Section 3: That the City Council does declare and determine that the following were elected for the full term of four years:

- 1) David Pittman, Mayor
- 2) Karolyn Fairbanks, Treasurer
- 3) Tracy Johnstone, City Council Member, District A
- 4) Shawn Weber, City Council Member, District F

That following person is appointed to the office to which he was nominated, and is considered to be the same as being elected pursuant to 10229(a)(3) of the Election Code:

- 1) Eric Smith, City Council Member, District B

Section 4: The City Clerk shall enter on the records of the City Council of the City the results from the county as set forth in Exhibit A showing the whole number of votes cast in the City, the name of the persons voted for, what office each person voted for, and the number of votes given at each precinct to each person.

Section 5: The person appointed, shall qualify and take office and serve exactly as if elected at a municipal election for office.

Section 6: That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and Authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have the subscribe to it and file it in the office of the City Clerk. Each and all of the persons elected and appointed shall then be inducted into the respective office to which they have been elected.

Section 7. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on December 6, 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

**CERTIFICATION OF
COUNTY CLERK/REGISTRAR OF VOTERS OF THE
RESULTS OF THE CANVASS
OF THE NOVEMBER 8, 2022, GENERAL ELECTION**

STATE OF CALIFORNIA }
COUNTY OF Butte } ss.

I, Candace J. Grubbs, County Clerk/Registrar of Voters of County of Butte, do hereby certify that, in pursuance of the provisions of Elections Code section 15300, et seq., I did canvass the results of the votes cast in the General Election held in said County on November 8, 2022, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 25 day of November, 2022, at the County of Butte.



Candace J. Grubbs
County Clerk/Registrar of Voters
County of Butte
State of California

Canvass Certification of Elections Official
(11/2022)

Election Summary Report

General Election

Butte

November 08, 2022

Summary for: All Contests, All Districts, All Tabulators, All Counting Groups

Final Election Results

Elector Group	Counting Group	Voters Cast	Registered Voters	Turnout
Total	Live	12	123,929	0.01%
	VBM	72,222		58.28%
	Provisional	977		0.79%
	Total	73,211		59.07%

Voters Cast: 73,211 of 123,929 (59.07%)

Governor (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
BRIAN DAHLE	REP	40,939	56.51%
GAVIN NEWSOM	DEM	31,502	43.49%
Total Votes		72,441	
		Total	
Unresolved Write-In		0	

Lieutenant Governor (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
ANGELA E. UNDERWOOD JACOBS	REP	39,007	54.47%
ELENI KOUNALAKIS	DEM	32,611	45.53%
Total Votes		71,618	
		Total	
Unresolved Write-In		0	

Secretary of State (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
ROB BERNOSKY	REP	38,544	53.94%
SHIRLEY N. WEBER	DEM	32,915	46.06%
Total Votes		71,459	
		Total	
Unresolved Write-In		0	

Controller (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
MALIA M. COHEN	DEM	30,817	43.48%
LANHEE J. CHEN	REP	40,057	56.52%
Total Votes		70,874	
		Total	
Unresolved Write-In		0	

Treasurer (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
FIONA MA	DEM	32,159	45.33%
JACK M. GUERRERO	REP	38,790	54.67%
Total Votes		70,949	
		Total	
Unresolved Write-In		0	

Attorney General (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
ROB BONTA	DEM	32,130	45.64%
NATHAN HOCHMAN	REP	38,262	54.36%
Total Votes		70,392	
		Total	
Unresolved Write-In		0	

Insurance Commissioner (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
ROBERT HOWELL	REP	37,561	53.64%
RICARDO LARA	DEM	32,467	46.36%
Total Votes		70,028	
		Total	
Unresolved Write-In		0	

Member State Board Equalization 1st District (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
JOSE S. ALTAMIRANO	DEM	29,940	42.62%
TED GAINES	REP	40,301	57.38%
Total Votes		70,241	
		Total	
Unresolved Write-In		0	

United States Senator (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
ALEX PADILLA	DEM	33,467	46.71%
MARK P. MEUSER	REP	38,183	53.29%
Total Votes		71,650	
		Total	
Unresolved Write-In		0	

United States Senator, Partial Term (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
ALEX PADILLA	DEM	33,276	46.57%
MARK P. MEUSER	REP	38,181	53.43%
Total Votes		71,457	
		Total	
Unresolved Write-In		0	

U. S. Representative 1st District (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
MAX STEINER	DEM	35,503	49.12%
DOUG LAMALFA	REP	36,776	50.88%
Total Votes		72,279	
		Total	
Unresolved Write-In		0	

Member State Assembly 3rd District (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
JAMES GALLAGHER	REP	41,417	57.72%
DAVID LEON ZINK	DEM	30,337	42.28%
Total Votes		71,754	
		Total	
Unresolved Write-In		0	

CJ Supreme Court Patricia Guerrero (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
Yes		35,852	60.15%
No		23,754	39.85%
Total Votes		59,606	
		Total	
Unresolved Write-In		0	

AJ Supreme Court Goodwin H. Liu (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
Yes		35,035	59.69%
No		23,659	40.31%
Total Votes		58,694	
		Total	
Unresolved Write-In		0	

AJ Supreme Court Martin J. Jenkins (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
Yes		34,726	59.77%
No		23,371	40.23%
Total Votes		58,097	
		Total	
Unresolved Write-In		0	

AJ Supreme Court Joshua P. Groban (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
Yes		33,560	58.18%
No		24,126	41.82%
Total Votes		57,686	
		Total	
Unresolved Write-In		0	

AJ Appellate Court 3rd Dist Stacy Boulware Eurie (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
Yes		34,866	61.56%
No		21,771	38.44%
Total Votes		56,637	
		Total	
Unresolved Write-In		0	

AJ Appellate Court 3rd Dist Laurie M. Earl (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
Yes		33,239	58.65%
No		23,438	41.35%
Total Votes		56,677	
		Total	
Unresolved Write-In		0	

AJ Appellate Court 3rd Dist Harry E. Hull, Jr. (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
Yes		34,979	62.34%
No		21,130	37.66%
Total Votes		56,109	
		Total	
Unresolved Write-In		0	

AJ Appellate Court 3rd Dist Peter A. Krause (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
Yes		33,147	58.98%
No		23,049	41.02%
Total Votes		56,196	
		Total	
Unresolved Write-In		0	

State Superintendent of Public Instruction (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
LANCE RAY CHRISTENSEN		26,178	44.25%
TONY K. THURMOND		32,987	55.75%
Total Votes		59,165	
		Total	
Unresolved Write-In		0	

Biggs Unified School Board Member (Vote for 3)

		Total	
Times Cast		1,254 / 2,037	61.56%
Candidate	Party	Total	
SEAN AVRAM		488	22.10%
MELISSA A. ATTEBERRY		757	34.28%
M. AMERICA NAVARRO		488	22.10%
VAUGHNA SCHOOLER		475	21.51%
Total Votes		2,208	
		Total	
Unresolved Write-In		0	

Chico Unified School Board Member TA 1 (Vote for 1)

		Total	
Times Cast		7,560 / 13,214	57.21%
Candidate	Party	Total	
SCOTT THOMPSON		2,645	40.38%
REBECCA KONKIN		3,906	59.62%
Total Votes		6,551	
		Total	
Unresolved Write-In		0	

Chico Unified School Board Member TA 4 (Vote for 1)

		Total	
Times Cast		8,858 / 14,380	61.60%
Candidate	Party	Total	
MATT TENNIS		3,378	42.29%
THOMAS M. LANDO		4,610	57.71%
Total Votes		7,988	
		Total	
Unresolved Write-In		0	

Chico Unified School Board Member TA 5 (Vote for 1)

		Total	
Times Cast		11,010 / 16,493	66.76%
Candidate	Party	Total	
EILEEN L. ROBINSON		4,924	50.98%
LOGAN WILSON		4,735	49.02%
Total Votes		9,659	
		Total	
Unresolved Write-In		0	

Durham Unified School Board Member (Vote for 2)

		Total	
Times Cast		2,418 / 3,559	67.94%
Candidate	Party	Total	
JENNIE M. DUBOSE		1,199	36.10%
LANCE R. SMITH		816	24.57%
BUZZ LANDON		1,306	39.33%
Total Votes		3,321	
		Total	
Unresolved Write-In		0	

Gridley Unified TA 2 School Board Member (Vote for 2)

	Total	
Times Cast	3,306 / 6,084	54.34%

Candidate	Party	Total	
JOSEPH H. DEWSNUP		1,397	26.98%
STACY ANTHONY		1,017	19.64%
DREW BECKER		1,715	33.13%
KIRSTEN STORNE-PIAZZA		1,048	20.24%
Total Votes		5,177	

	Total	
Unresolved Write-In	0	

Marysville Jt Unified TA 4 School Board Member (Vote for 1)

	Total	
Times Cast	178 / 300	59.33%

Candidate	Party	Total	
BRETT BUTLER		65	53.28%
SETH STEMEN		57	46.72%
Total Votes		122	

	Total	
Unresolved Write-In	0	

Manzanita School Board Member (Vote for 2)

	Total	
Times Cast	352 / 594	59.26%

Candidate	Party	Total	
BRENDA ROACH DONNAHOE		178	33.84%
MARC TILLOTSON		130	24.71%
JAKE WILSON		218	41.44%
Total Votes		526	

	Total	
Unresolved Write-In	0	

Palermo School Board Member (Vote for 3)

	Total	
Times Cast	2,033 / 4,163	48.83%

Candidate	Party	Total	
JUSTIN K. YOUNGER		874	24.81%
WILLIAM BYNUM		684	19.42%
CODY NISSEN		1,021	28.98%
KIMBERLY TYLER		944	26.80%
Total Votes		3,523	

	Total	
Unresolved Write-In	0	

Palermo School Board Member, Short Term (Vote for 1)

	Total	
Times Cast	2,033 / 4,163	48.83%

Candidate	Party	Total	
MARK MCCLARREN		956	56.24%
LORETTA LONG		744	43.76%
Total Votes		1,700	

	Total	
Unresolved Write-In	0	

Thermalito School Board Member (Vote for 3)

	Total	
Times Cast	2,678 / 5,812	46.08%

Candidate	Party	Total	
ROBERT E. STEVENS		1,023	21.04%
DARLENE FULTZ		1,338	27.51%
MARK W. WALKER		1,232	25.33%
JAYMES LACKEY		1,270	26.12%
Total Votes		4,863	

	Total	
Unresolved Write-In	0	

Biggs City Council Member (Vote for 3)

		Total	
Times Cast		517 / 946	54.65%
Candidate	Party	Total	
BRIAN BASSETT		308	28.36%
EDMUND PUNZO		172	15.84%
CHUCK NUCHOLS		316	29.10%
JAMES THEO "BO" SHEPPARD		290	26.70%
Total Votes		1,086	
		Total	
Unresolved Write-In		0	

Biggs City Council Member, Short Term (Vote for 1)

		Total	
Times Cast		517 / 946	54.65%
Candidate	Party	Total	
MICHAEL BUCK		228	50.67%
ANITA WILKS		222	49.33%
Total Votes		450	
		Total	
Unresolved Write-In		0	

Chico City Council DIST 2 (Vote for 1)

		Total	
Times Cast		4,751 / 8,062	58.93%
Candidate	Party	Total	
KASEY REYNOLDS		2,470	55.79%
MORGAN KENNEDY		1,957	44.21%
Total Votes		4,427	
		Total	
Unresolved Write-In		0	

Chico City Council DIST 4 (Vote for 1)

		Total	
Times Cast		4,402 / 7,760	56.73%
Candidate	Party	Total	
NICHOLE NAVA		1,710	42.30%
ADDISON WINSLOW		2,333	57.70%
Total Votes		4,043	
		Total	
Unresolved Write-In		0	

Chico City Council DIST 6 (Vote for 1)

		Total	
Times Cast		6,338 / 9,515	66.61%
Candidate	Party	Total	
TOM VAN OVERBEEK		3,441	58.77%
JESICA GIANNOLA		2,414	41.23%
Total Votes		5,855	
		Total	
Unresolved Write-In		0	

Chico City Council DIST 3 (2020), Short Term (Vote for 1)

		Total	
Times Cast		6,704 / 10,333	64.88%
Candidate	Party	Total	
DALE BENNETT		3,156	51.92%
MONICA MCDANIEL		2,922	48.08%
Total Votes		6,078	
		Total	
Unresolved Write-In		0	

Oroville City Mayor (Vote for 1)

		Total	
Times Cast		4,564 / 9,595	47.57%
Candidate	Party	Total	
CHUCK REYNOLDS		2,119	48.77%
DAVID PITTMAN		2,226	51.23%
Total Votes		4,345	
		Total	
Unresolved Write-In		0	

Oroville City Council DIST A (Vote for 1)

		Total	
Times Cast		661 / 1,469	45.00%
Candidate	Party	Total	
ART HATLEY		272	45.26%
TRACY JOHNSTONE		329	54.74%
Total Votes		601	
		Total	
Unresolved Write-In		0	

Oroville City Council DIST F (Vote for 1)

		Total	
Times Cast		671 / 1,584	42.36%
Candidate	Party	Total	
NATALIE SHEARD		306	48.04%
SHAWN WEBBER		331	51.96%
Total Votes		637	
		Total	
Unresolved Write-In		0	

Oroville City Treasurer (Vote for 1)

		Total	
Times Cast		4,564 / 9,595	47.57%
Candidate	Party	Total	
KAROLYN FAIRBANKS		3,001	76.38%
AUGUST LINCOLN		928	23.62%
Total Votes		3,929	
		Total	
Unresolved Write-In		0	

Paradise Town Council Member (Vote for 2)

		Total	
Times Cast		3,938 / 5,916	66.57%
Candidate	Party	Total	
STUART LEE BANNISTER		1,190	21.11%
STEVE CROWDER		2,700	47.90%
RON LASSONDE		1,747	30.99%
Total Votes		5,637	
		Total	
Unresolved Write-In		0	

Item 2.

Paradise Recreation & Park Director (Vote for 3)

		Total	
Times Cast		8,076 / 12,834	62.93%

Candidate	Party	Total	
DONNA YUTZY		1,939	11.75%
MARY BELLEFEUILLE		4,341	26.31%
STEVE RODOWICK		3,662	22.20%
WILLIAM "BILL" H. REEVES		1,401	8.49%
ALBERT "AL" MC GREEHAN		3,256	19.74%
KATHLEEN T. HIATT		1,899	11.51%
Total Votes		16,498	

		Total	
Unresolved Write-In		0	

Paradise Recreation & Park Director, Short Term (Vote for 1)

		Total	
Times Cast		8,076 / 12,834	62.93%

Candidate	Party	Total	
TONY EVERTS		2,554	42.59%
JENNI GOODLIN		3,443	57.41%
Total Votes		5,997	

		Total	
Unresolved Write-In		0	

North Yuba Water District, Div 1, Short Term (Vote for 1)

		Total	
Times Cast		81 / 146	55.48%

Candidate	Party	Total	
DOUGLAS J. NEILSON		20	27.03%
ALTON WRIGHT		48	64.86%
RENEE WOOD		6	8.11%
Total Votes		74	

		Total	
Unresolved Write-In		0	

Item 2.

South Feather Water & Power Director Division 1 (Vote for 1)

		Total	
Times Cast		7,896 / 13,244	59.62%
Candidate	Party	Total	
TOD HICKMAN		3,391	47.36%
BRAD HEMSTALK		3,769	52.64%
Total Votes		7,160	
		Total	
Unresolved Write-In		0	

Proposition 1 (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
Yes		41,855	59.01%
No		29,072	40.99%
Total Votes		70,927	
		Total	
Unresolved Write-In		0	

Proposition 26 (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
Yes		21,989	31.25%
No		48,375	68.75%
Total Votes		70,364	
		Total	
Unresolved Write-In		0	

Proposition 27 (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
Yes		10,908	15.35%
No		60,169	84.65%
Total Votes		71,077	
		Total	
Unresolved Write-In		0	

Proposition 28 (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
Yes		42,818	60.38%
No		28,098	39.62%
Total Votes		70,916	
		Total	
Unresolved Write-In		0	

Proposition 29 (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
Yes		16,478	23.38%
No		54,015	76.62%
Total Votes		70,493	
		Total	
Unresolved Write-In		0	

Proposition 30 (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
Yes		29,376	41.32%
No		41,716	58.68%
Total Votes		71,092	
		Total	
Unresolved Write-In		0	

Proposition 31 (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
Yes		39,346	55.47%
No		31,590	44.53%
Total Votes		70,936	
		Total	
Unresolved Write-In		0	

Item 2.

Measure J: Gridley Unified School Bond (Vote for 1)

		Total	
Times Cast		3,306 / 6,084	54.34%
Candidate	Party	Total	
Bonds - Yes		1,922	60.19%
Bonds - No		1,271	39.81%
Total Votes		3,193	
		Total	
Unresolved Write-In		0	

Measure K: Butte County Abandoned Vehicle Abatement Program (Vote for 1)

		Total	
Times Cast		73,211 / 123,929	59.07%
Candidate	Party	Total	
Yes		49,121	71.25%
No		19,822	28.75%
Total Votes		68,943	
		Total	
Unresolved Write-In		0	

Measure H: City Of Chico Sales And Use Tax Measure (Vote for 1)

		Total	
Times Cast		34,070 / 57,679	59.07%
Candidate	Party	Total	
Yes		17,320	52.72%
No		15,530	47.28%
Total Votes		32,850	
		Total	
Unresolved Write-In		0	

Measure L: City Of Chico Public Nuisance Measure (Vote for 1)

		Total	
Times Cast		34,070 / 57,679	59.07%
Candidate	Party	Total	
Yes		18,934	60.08%
No		12,582	39.92%
Total Votes		31,516	
		Total	
Unresolved Write-In		0	



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

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

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

DATE: DECEMBER 6, 2022

SUMMARY

The City Council may consider a Professional Services Agreement with Suzanne Kochems d/b/a SILK Consulting Group to coordinate, facilitate and manage the Encampment Resolution Grant funding and the associated Mission Esperanza project in coordination and collaboration with the City of Oroville and the Oroville Rescue Mission.

DISCUSSION

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

The ERF provides one-time, competitive grant funds to local jurisdictions to fund local demonstration projects that feature data-informed, innovative service delivery models and cross systems collaborations that support individuals experiencing homelessness in encampments towards a meaningful path to safe and stable housing through low-barrier, Housing First approaches.

Due to the nature of the funding and the City's inexperience in administering services to the homeless population, Staff is seeking authorization from Council to enter into an agreement with Suzanne Kochems d/b/a SILK Consulting Group to assist the City and the Oroville Rescue Mission with the administration of the Mission Esperanza project.

Mrs. Kochems has over 27 years' experience serving public and private agencies with grant writing, program development and implementation, continuum of care administration, contracts and procurement, resource development, strategic planning and professional development. Mrs. Kochems will provide the Scope of Work:

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

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

FISCAL IMPACT

Funding will be provided from the Encampment Resolution Funding Grant, 22-ERF-2-L-10006.

RECOMMENDATION

Adopt Resolution No. 9117 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SUZANNE KOCHEMS D/B/A SILK CONSULTING GROUP IN THE AMOUNT OF \$75,000.00 TO PROVIDE ADMINISTRATION SERVICES IN RELATION TO THE ENCAMPMENT RESOLUTION FUNDING – (Agreement No. 3439)

ATTACHMENTS

- A – Resolution No. 9117
- B – Agreement No. 3439

**CITY OF OROVILLE
RESOLUTION NO. 9117**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SUZANNE KOCHEMS D/B/A SILK CONSULTING GROUP IN THE AMOUNT OF \$75,000 TO PROVIDE ADMINISTRATION SERVICES IN RELATION TO THE ENCAMPMENT RESOLUTION FUNDING.

(Agreement No. 3439)

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

1. The Mayor is hereby authorized and directed to execute a professional agreement with Suzanne Kochems d/b/a SILK Consulting Group in the amount of \$75,000 to provide Administration Services in relation to the Encampment Resolution Funding. A copy of the agreement is attached hereto as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on December 6, 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

PROFESSIONAL SERVICES AGREEMENT
(Agreement No. 3439)

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

THIS AGREEMENT is made at Oroville City, California, as of December 6, 2022 by and between the City of Oroville, ("City"), and **Suzanne Kochems d/b/a SILK Consulting Group** ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to City in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to City. **The amount of the contract shall not exceed Seventy-Five Thousand Dollars (\$75,000.00).**
3. **Term** This Agreement shall commence on November 1, 2022. All services required to be provided by this Agreement shall be completed and ready for acceptance no later than the **Agreement Termination Date** of: October 31, 2025.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Agreement shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

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

9. **Relationship of Parties**

9.1. **Independent Contractor**

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

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

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

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

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

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

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

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

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

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

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

In the event this Agreement is terminated:

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

contained in this Agreement, shall be binding or valid.

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

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

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

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

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

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

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

CITY OF OROVILLE:
Bill LaGrone and Amy Bergstrand
1735 Montgomery Street
Oroville, California, 95965
530-538-2401

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

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

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

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

CITY OF OROVILLE:

By: _____ Date: _____
Printed Name/Title: Bill LaGrone, City Administrator

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

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

EXHIBIT A – SCHEDULE OF SERVICES

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

Contractor will

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

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

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

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

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

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

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

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

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

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

Other Insurance Provisions:

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

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

Acceptability of Insurers

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

Verification of Coverage

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



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND OROVILLE CITY COUNCIL MEMBERS

FROM: DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR

RE: AUTHORIZATION TO PURCHASE THREE NEW FORD F350 DUMP BED TRUCKS FOR PUBLIC WORKS

DATE: DECEMBER 6, 2022

SUMMARY

The Council will receive information regarding the purchase of (3) 2023 Ford F-350 trucks with dump beds from Oroville Ford as budgeted in the 2022/23 Fiscal Year budget with an adjustment following receipt of the 2023 fleet pricing.

DISCUSSION

The Public Works Department fleet budgeted for new one-ton pickups to replace three aging pickups that require regular maintenance and repair to keep them on the road. The trucks will be used in the Streets and Parks divisions for daily work.

The price quoted for the (3) Ford F-350 pickup trucks was budgeted at \$62,095 based on 2022 fleet pricing. The updated 2023 fleet pricing is \$73,213 and includes fees for each for a total purchase price of \$219,637. There is currently funding allocated for this purchase.

These vehicles will be purchased from the local Ford dealership, Oroville Ford. Oroville Ford has offered this vehicle to the City at State Contract bid pricing. This purchase will keep the City's dollars local.

FISCAL IMPACT

Appropriations in the amount of \$219,637 from the Capital Asset Replacement Fund 300-8030 Vehicles.

RECOMMENDATION

Authorize the Public Works Division to purchase (3) 2023 Ford F-350 pickup trucks with dump beds from Oroville Ford utilizing State Contract pricing as outlined in the staff report.

ATTACHMENTS

Oroville Ford Sales bid, and specification sheet for vehicles
Revised Vehicle and Replacement List

ATTN
Lezlie



Item 4.

Stock #: VIN

Deal#: 0000000

September 16, 2022

Vehicle Not Found

Phone:
Email:

Salesperson:

Sale Information

Selling Price	\$67,511.00
Accessories	\$0.00
Rebates	\$0.00
Service Contract	\$0.00
Gap	\$0.00
Net Trade	\$0.00
Fees	\$124.75

Cash Option

Sales Tax

\$5,576.67

Balance Due Of

\$73,212.42

Finance Option

Initial Investment _____

3 truck F350 Dump Beds
total \$ 219,637.26 total

Lease Option

Initial Investment _____

Trade Information

Trade Allowance	\$0.00
Trade Payoff	\$0.00
Net Trade	\$0.00

Please submit this worksheet to management for review. I understand 1) This worksheet is neither an offer nor a contract and is not binding on the customer or the dealership. 2) No offer to purchase any vehicle is binding until accepted in writing by an authorized sales manager and 3) Sales consultants cannot obligate or bind the customer or the dealership.

I hereby authorize the dealership to conduct an investigation of my credit and employment history and release such information to banks, lenders and credit agencies.

Customer signature: _____

Dealership Approval: _____

CITY OF OROVILLE
VEHICLE AND EQUIPMENT DEPARTMENT REQUESTS
For Budget Year 2022 23

Item 4.

Department	Vehicle/Equipment	Description	SR	PO#	Paid	Cost Est.	FUNDING				
							Capital Asset Repl	Sewer	Airport	Impact Fee	Other
						Fund	Fund	Fund	Fund	Funds	
Police	8 Police Vehicles, carryover from prior year SUV's for Patrol - 1 rec'd in prior year for Chief		09/21/21	22020		480,000.00	480,000.00				
	4 Police Vehicles, carryover from prior year SUV's for Patrol 4 for PD one for Code Enf		04/05/22			240,000.00	240,000.00				
	2 Police Vehicle, current year	To make 14 total requested	None yet			130,000.00	130,000.00				
	50 APX8500 Portable Vehicle Radios		09/06/22	23010		571,245.10				571,245.10	
	TruNarc devices		09/06/22	23020		51,490.09				51,490.09	
Fire	1 Command Vehicle (from prior year)	2022 Ford F-250				90,000.00	90,000.00				
	17 BK HT's	Handheld radios				35,000.00			35,000.00		
	Scott SCBAs	Self Contained Breathing Apparatus				100,000.00	100,000.00				
Code Enforcement	1 Ford Escape		04/05/22	22048	9/22/2022	27,865.00	27,865.00				
	1 Ford Escape		04/05/22	22048		27,865.00	27,865.00				
	1 Ford F-150 Truck	Ordered for Fire but issued to CE	04/05/22	22049	8/18/2022	37,895.00	37,895.00				
	1 Ford F-150 Truck		04/05/22	22049		37,895.00	37,895.00				
Public Works	PW Managers truck					43,000.00	43,000.00				
	Engineering truck	2023 F150 4x2 Truck	09/20/22	23024		43,000.00	43,000.00				
	(2) One-ton dump trucks	2 PW replacement trucks				146,424.84	146,424.84				
Planning	Planning vehicle	2022 Ford Explorer	09/20/22	23024		53,174.26	53,174.26				
Building	Inspectors truck	2023 F150 4x2 Truck	09/20/22	23024		43,000.00	43,000.00				
Sewer	Vactor	2100l Vactor	09/06/22	22021	9/15/2022	474,682.46		474,682.46			
	CCTV Van	No quote or estimate provided									
Parks	John Deere Gator					5,670.25	5,670.25				
Streets	Street sweeper (From prior year)	2021 Freightliner M@ Chassis	03/21/22	22039	8/11/2022	341,977.01	341,977.01				
	(1) One-ton dump trucks					73,212.42	73,212.42				
	Backhoe		08/02/22	23017	11/3/2022	160,929.16	120,696.87		40,232.29		
	Motor Grader			23017		261,381.53	175,125.63		86,255.90		
	Pull behind herbicide spray rig	To be shared with the Airport				17,770.00	8,885.00		8,885.00		
	John Deere Gator					11,512.34	5,670.25		5,842.09		
	10 Wheeler Dump Truck					252,000.00	252,000.00				
	Skid steer attachments					50,000.00	50,000.00				
	Skid steer trailer					38,000.00	38,000.00				
	5 Yard Dump Truck					125,000.00	125,000.00				
	Loader bucket attachment	4-1 piece				8,000.00	8,000.00				
Mechanics shop	Vehicle lift	25% each Streets, Fire, Police, Sewer	09/06/22	23021		27,811.04	20,858.28	6,952.76			
	Total Cost					4,005,800.50	2,725,214.81	481,635.22	141,215.28	35,000.00	622,735.19



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: CONTRACT WITH BUTTE CONSTRUCTION COMPANY FOR ROOF REPLACEMENT, FACADE REPAIRS, AND PAINT OF THE CENTENNIAL CULTURAL CENTER

DATE: DECEMBER 6, 2022

SUMMARY

The Council may consider accepting the proposal from Butte Construction Company and consider approval of project contract for the roof replacement and façade repairs and paint of the Centennial Cultural Center facility.

DISCUSSION

For several years, the roof of the Centennial Cultural Center (CCC) has seen periodic roof leaks that have been minor and repairable by maintenance staff until recently. Additionally, the vertical asphalt roofing shingles are showing sign of deterioration with the exterior paint also needing sealing and a fresh coat.

On September 26, 2022, a Request for Proposal (RFP) was published and posted for the replacement of the TPO roofing, vertical asphalt roofing, and exterior paint of the Centennial Cultural Center facility.

A mandatory walk through was held on October 11, 2022, with three contractors in attendance. The RFP closed on October 31, 2022 with one contractor submitting a proposal for the requested work.

Butte Construction Company is proposing to complete the requested demolition of existing TPO roof, vertical asphalt replacement with metal roof for longevity, and repainting for the total estimated amount of \$326,701.00. There were no alternatives identified for this project; however, the traditional 10% contingency will be budgeted for unforeseen repairs such as dry rot, etc.

FISCAL IMPACT

Appropriations are available in the Capital Improvements Fund 302, in the amount of \$359,371.10. There is over \$2.5 million available in this fund.

RECOMMENDATION

1. Approve Res. No. 9114 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AND ACCEPT THE PROPOSAL WITH BUTTE CONSTRUCTION COMPANY AUTHORIZING BUTTE CONSTRUCTION COMPANY TO COMPLETE THE PROPOSED ROOF REPLACEMENT AND FACADE REPAIRS OF THE CENTENNIAL CULTURAL CENTER IN THE AMOUNT OF \$326,701.00 AND A 10% CONTINGENCY IN THE AMOUNT OF \$32,670.10 SHOULD ANY DEFICIENCIES BE DISCOVERED DURING THE PROJECT.
2. Authorize and direct staff to sign and accept the proposal from Butte Construction Company, authorizing the proposed roof replacement and façade repairs and improvements of the Centennial Cultural Center, in the amount of \$326,701.00 (base bid) and a 10% contingency in the amount of \$32,670.10 should any deficiencies be discovered during the project, for a total of \$359,371.10.

ATTACHMENTS

1. Resolution No. 9114
2. Project Contract No. 3425-1 with Attachments
3. Proposal for roof replacement and façade repairs from Butte Construction Company

CITY OF OROVILLE
RESOLUTION NO. 9114

1

2
3 A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING
4 THE MAYOR TO SIGN AND ACCEPT THE PROPOSAL WITH BUTTE CONSTRUCTION
5 COMPANY AUTHORIZING BUTTE CONSTRUCTION COMPANY TO COMPLETE THE
6 PROPOSED ROOF REPLACEMENT AND FACADE REPAIRS OF THE CENTENNIAL
7 CULTURAL CENTER IN THE AMOUNT OF \$326,701.00 AND A 10% CONTINGENCY IN
8 THE AMOUNT OF \$32,670.10 SHOULD ANY DEFICIENCIES BE DISCOVERED DURING
9 THE PROJECT.

10 NOW, THEREFORE, BE IT RESOLVED by the Oroville City Council as follows:

11

- 12 1. The Mayor is hereby authorized and directed to sign and accept the
- 13 proposal from Butte Construction Company, authorizing the proposed
- 14 roof replacement and façade repairs and improvements of the
- 15 Centennial Cultural Center, in the amount of \$326,701.00 (base bid)
- 16 and a 10% contingency in the amount of \$32,670.10 should any
- 17 deficiencies be discovered during the project, for a total of \$359,371.10.
- 18
- 19 2. The City Clerk shall attest to the adoption of this Resolution.
- 20

21 PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on
22 December 6, 2022, by the following vote:

23 AYES: 14

24 NOES: 15

25 ABSTAIN: 16

26 ABSENT: 17

27
28 _____
29 Chuck Reynolds, Mayor

30 APPROVED AS TO FORM:

31 ATTEST:

32 _____
33 Scott E. Huber, City Attorney

34 _____
35 Jackie Glover, Assistant City Clerk

PROJECT CONTRACT

THIS PROJECT CONTRACT (the “contract” or “Contract”), is made and entered into this 6th day of DECEMBER 2022, by and between City of Oroville (referred to herein as the “Owner” or the “City”) and Butte Construction Company (the “Contractor”).

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1) THE CONTRACT DOCUMENTS.

The complete contract is comprised of and may or may not include: Invitation for Bids; Information for Bidders; Bid Schedule; Proposal Form; Bidder’s Bond; Contract; General Conditions; Special Provisions; Technical Provisions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Orders; Supplemental Drawings Issued; Drawings; Specifications and Contract Documents; All addenda or bulletins issued during the time of bidding or forming a part of the documents loaned to the bidder for preparation of the bid; The complete plans and provisions, regulations, ordinances, codes, and laws incorporated therein or herein by reference or otherwise applicable to the Project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are hereinafter referred to collectively as the Contract Documents.

2) THE WORK.

Contractor agrees to furnish all tools, apparatus, facilities, equipment, labor and materials (except that specifically mentioned as being furnished by others) necessary to perform and complete the work in a “good and workmanlike manner” as called for, and in the manner designated in, and in strict conformity with the Plans, Detail Specifications, and other Contract Documents which are identified by the signatures of the parties to this Contract and are, collectively, entitled:

**CENTENNIAL CULTURAL CENTER:
ROOFING AND FACADE PROJECT
COMMUNITY DEVELOPMENT DEPARTMENT**

3) CONTRACT PRICE.

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the following compensation: \$326,701.00. In no event shall Contractor’s compensation exceed the amount of \$326,701.00

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

For the purpose of fixing the amount of bonds referred to in the Instructions to Bidders, it is estimated by both Parties that the total contract price shall be based on the Contractor's Base Bid amount.

4) DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting the true value of any work done or any work omitted, or of any extra work which the Contractor may be required to do, or respecting the size of any payment to the Contractor during the performance of this Contract, the dispute shall be informally mediated between the parties. Following such mediation, either party may file an action exclusively in the Butte County Superior Court or in the United States District Court, Eastern District of California. Under no condition shall there be a cessation of work by the Contractor during any such dispute. This article does not exclude recovery of damages by either party for delays.

5) PAYMENT.

Not later than the 20th day of each calendar month, the Contractor shall make a partial payment request to the City on the basis of an estimate approved by the Engineer of the work performed since the last partial payment request during the preceding month by the Contractor with five percent (5%) of the amount of each such estimate retained by the City, until completion of the Project and the recordation of a Notice of Completion of all work covered by this Contract. The City shall make any partial payments provided for in this contract to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor. The City shall pay the Contractor interest on the amount of any portion of a partial payment, excluding retention amounts, not made to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor at the legal rate set forth in California Code of Civil Procedure Section 685.010. Upon receipt of a partial payment request from the Contractor, the City shall review the partial payment request for the purpose of determining whether or not the partial payment request is a proper partial payment request. Any partial payment request determined by the City not to be a proper partial payment request suitable for payment shall be returned to the Contractor by the City within 14 days of the City's receipt of such partial payment request. A partial payment request returned to the Contractor by the City under the provisions of this section shall be accompanied by a written document setting forth the reason(s) why the partial payment request is not proper. The number of days for the City to make a certain partial payment provided for in this Contract, without incurring interest pursuant to this section, shall be reduced by the number of days by which the City exceeds the 14 day return period for such partial payment request, if determined to be improper, as set forth in this section. For the purposes of this section, a "partial payment" means all payments due to the Contractor under this contract, exclusive of that portion of the final payment designated as retention earnings. Also, for the purposes of this section, a partial payment request shall be considered properly executed by the City, if funds are available to pay the partial payment request and payment is not delayed due to an audit inquiry by the City's financial officer. The City will release Contractor's retention earnings within 45 days after recordation of Notice of

Completion, as defined in California Civil Code Section 3093. Recordation of a Notice of Completion for the Project by the City shall constitute the City's acceptance of the Project work.

6) TIME FOR COMPLETION.

All work under this contract shall be completed within a period of 180 working days from the date of the Contractor's receipt of a Notice to Proceed from the City.

7) EXTENSION OF TIME.

If the Contractor is delayed by acts of negligence of the City, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts, fire, unavoidable casualties, documentable delays in delivery of materials, review by outside agencies, or any causes beyond the Contractor's control, or by delay authorized by the City, or by any justifiable cause which the Engineer shall authorize, then the Contractor shall make out a written claim addressed to the City setting forth the reason for the delay and the extension of the time requested and forward a copy of the claim to the Engineer for approval. The Engineer will evaluate the claim and if the claim is justifiable, will request the City's approval. No such extension will be allowed unless written claim therefore has been made within 3 days after the delay became apparent.

If the Contractor fails or refuses to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Five Hundred Dollars (\$500.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

8) LABOR PROVISIONS.

The project is subject to both federal and state prevailing wages. The Contractor shall pay laborers the higher of either the federal or state prevailing wage rate determination for the trades to be utilized. The contractor and all subcontractors on the project shall complete electronic reporting of prevailing wage rate reports through the Department of Industrial Relations, with copies of such reports to be provided to the City.

9) CONTRACT WORK HOURS AND SAFETY STANDARDS REQUIREMENTS.

As used in the following provision, the term "laborers" and "mechanics" include watchmen and guards.

a. Overtime Requirements. Neither the Contractor nor any subcontractor contracting for any part of the Project which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph a. above, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. above, in the sum of \$3,000 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a. above.

c. Withholding for Unpaid Wages and Liquidated Damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b. above.

d. Working conditions. Neither the Contractor nor any subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

e. Subcontracts. The Contractor and any subcontractor shall insert in any subcontracts the clauses set forth in paragraphs a. through d. and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a. through d.

10) NONDISCRIMINATION.

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

11) DISADVANTAGED BUSINESS ENTERPRISE PROGRAM PROVISIONS.

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor 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 recipient deems appropriate.

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Contractor receives from City. The Contractor agrees further to return retainage payments to

each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

12) CIVIL RIGHTS.

The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision binds the Contractor from the bid solicitation period through the completion of the contract. This provision shall be inserted in all subcontracts, subleases and other agreements at all tiers.

13) SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

14) INFORMATION AND REPORTS.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City and shall set forth what efforts it has made to obtain the information.

15) SANCTIONS FOR NONCOMPLIANCE.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

16) INSPECTION OF RECORDS.

The Contractor shall maintain an acceptable cost accounting system. The City, the Federal

Aviation Administration, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to this Contract or the Project for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for 3 years after the City makes final payment and all other pending matters are closed.

17) RIGHTS IN INVENTIONS.

All rights to inventions and materials, if any, generated under this contract are subject to regulations issued by the City. Information regarding these rights is available from the City.

18) BREACH OF CONTRACT TERMS.

Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the City under this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

19) TERMINATION OF CONTRACT BY CITY

a. The City may, by written notice, terminate this Contract in whole or in part at any time, either for the City's convenience or because of the Contractor's failure to fulfill its contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in process, delivered to the City.

b. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the Contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been affected for the convenience of the City. In such event, adjustment in the contract price shall be made as provided in the second paragraph of this clause.

e. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

20) INCORPORATION OF PROVISIONS.

The Contractor shall include the provisions of this contract in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations of directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

21) CONTRACTOR CLAIMS OF \$375,000 OR LESS.

Claims by the Contractor relating to the Project for (a) a time extension, (b) money or damages arising from work done by, or on behalf of, the Contractor on the Project for which payment is not expressly provided for or to which the Contractor is not otherwise entitled, or (c) an amount that is disputed by the City, with a value of \$375,000 or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and the incorporated documents, conditions and specifications.

22) LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

a. No Federal appropriated funds shall be paid, by or on behalf of the Contractor or its subcontractors, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the amendment or modification of any Federal grant.

b. a. If any funds other than Federal appropriated funds have been paid or will be paid by the Contractor or its subcontractors to any person for influencing or attempting to influence an officer or employee of the City, any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

23) ASSIGNMENT OF CERTAIN RIGHTS TO THE CITY.

In entering into this Contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor and/or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

24) ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

25) ATTACHMENTS

- 1) **Notice Inviting Bids**
- 2) **Contractor's Bid**
- 3) **Bidder's Bond**
- 4) **Addendum No. 1**
- 5) **Addendum No. 2**
- 6) **Addendum No. 3**

IN WITNESS WHEREOF, the parties have caused this Construction Contract to be executed on the day and year first herein written.

AGENCY: City of Oroville, A Municipal Corporation (First Party)

By: _____
Mayor, Chuck Reynolds

CONTRACTOR: Butte Construction Company (Second Party)

By: _____
(Authorized Representative) (Sign, Print Name and Official Title)

APPROVED AS TO FORM:

By: _____
City Attorney, Scott Huber

ATTEST:

By: _____
Assistant City Clerk, Jackie Glover

**SECTION 00 42 00
BID PROPOSAL**

Project: CENTENIAL CULTURAL CENTER: ROOFING AND FACADE PROJECT

Bidder Name	Butte Construction Company	
Bidder Representative(s)	Nick Carney - Estimator <small>Name and Title</small>	
Bidder Representative(s) Contact Information	Email Address(es) nickc@butteconstructioncompany.com	Phone/Fax (530) 717-3856 <small>Telephone</small>
Bidder Mailing Address	8 Seville Ct. #100 <small>Address</small> Chico, Ca 95928 <small>City/State/Zip Code</small>	
California Contractors' License	1003510 <small>Number</small> B - General Building Exp. 9/30/2024 <small>Classification(s) and Expiration Date</small>	

1. Bid Proposal.

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to furnish and install the Work including, without limitation, providing and furnishing any and all labor, materials, tools, equipment and services necessary to complete, in a workmanlike manner in accordance with the Contract Documents, all of the Work described as: **CENTENIAL CULTURAL CENTER: ROOFING AND FACADE PROJECT**, for the sum of:

\$, 3 2 6 , 7 0 1 . 0 0
 Three Hundred Twenty Six Thousand-Seven Hundred One Dollars
 (in words; printed or typed)

The Bid Proposal Amount includes all Allowances set forth in Paragraph 1.3, below and the total Composite Unit Price, if any, set forth in Paragraph 1.4 and detailed in Attachment A. The Bidder confirms that it has checked all of the above figures and understands that neither the City Of Oroville nor any of its agents, employees or representatives shall be responsible for any assumptions, errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.2 Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda, if any, issued by or on behalf of the City Of Oroville.


(initial)

Addenda Nos. 1, 2 received, acknowledged and incorporated into this Bid Proposal.

1.3 Alternate Bid Items. The Bidder's proposed pricing for each Alternate Bid Item, if any, are set forth in the accompanying form of Alternate Bid Items Proposal. Failure of a Bidder to propose pricing for each Alternate Bid Item set forth in the accompanying

Attachment A, Alternate Bid Items Proposal, will result in the Bid Proposal being deemed non-responsive and rejected.

2. Documents Accompanying Bid Proposal. The Bidder has submitted with this Bid Proposal the following:

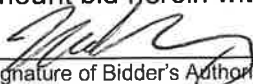
Bid Security	Qualifications Statement
Subcontractors List	DIR Registration Verification
Non-Collusion Affidavit	Bid Form

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3. Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the City Of Oroville the Agreement in the form attached hereto within Fifteen (15) calendar days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the City Of Oroville, the Bidder awarded the Contract shall deliver to the City Of Oroville: (i) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (ii) Performance Bond; (iii) Labor and Material Payment Bond; (iv) Certificate of Workers' Compensation Insurance; and (v) Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the City Of Oroville's rescinding award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the City Of Oroville may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest priced Bid Proposal or to reject all Bid Proposals.
4. Contractors' License. The Bidder certifies that: (i) it possesses a valid and in good standing Contractors' License, in the necessary class(es), for performing the Work as set for in the Call for Bids; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work; and (iii) that all Subcontractors providing or performing any portion of the Work are properly licensed to perform their respective portions of the Work at the time of submitting this Bid Proposal and will remain so properly licensed at all times during their performance of the Work.
5. Agreement to Bidding Requirements and Attorney's Fees. The undersigned Bidder acknowledges and confirms its receipt, review and agreement with, the contractual requirements set forth in this Bid Proposal and the Contract Documents. By executing this Bid Proposal hereinbelow, the Bidder expressly acknowledges and agrees that if the Bidder institutes any legal or equitable proceedings in connection with this Bid Proposal and the City Of Oroville is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. This provision shall constitute a binding attorneys' fee agreement in accordance with and pursuant to California Civil Code §1717 which shall be enforceable against the Bidder and the City Of Oroville. This attorneys' fee provision shall be solely limited to legal or equitable proceedings arising out of a bid protest or the bidding process and shall not extend to or have any force and effect on the Contract for the Work or to modify the terms of the Contract Documents for the Work.
6. Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents.

The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By:



(Signature of Bidder's Authorized Officer or Representative)

Nick Carney

(Typed or Printed Name)

Title:

Estimator

**SECTION 00 43 23
ATTACHMENT A
ALTERNATE BID ITEMS PROPOSAL**

Bidder Name: Butte Construction Company

Bidders must provide a proposal price for each Alternate Bid Item set forth herein; failure to do so will result in rejection of the Bid Proposal for non-responsiveness. The amount proposed for each Alternate Bid Item by the above-identified Bidder is set forth hereinbelow:

Alternate Bid Item No.1. N/A

There are no alternate bid items for this project.

	<input type="checkbox"/> Add to Base Bid Proposal Amount		
\$	<input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/>	,	<input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/>
			<input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/>
	N/A		Dollars

(in words; printed or typed)

Dated: 10/31/22

By: 
(Signature of Bidder's Authorized Officer or Representative)

Nick Carney
(Typed or Printed Name)

Title: Estimator

**SECTION 00 43 36
SUBCONTRACTORS LIST**

Project: CENTENIAL CULTURAL CENTER: ROOFING AND FACADE PROJECT

Name of Bidder: Butte Construction Company

Authorized Signature: 

(A) Licensed Name of Subcontractor	(B) Subcontractor Office, Mill or Shop Address	(C) Subcontractor Trade or Portion of Work	(D) Subcontractor Contractors' License No.	(F) Subcontractor DIR Registration
Butte Roofing Co.	8 Seville Ct., Suite 110, Chico, Ca, 95928	Roofing	567600	1000056098
Keith Brown Drywall	2090 Oakley Ln., Wheatland, Ca, 95692	Paint	616543	1000013543
Imes Plumbing	3567 Bell Rd., Chico, Ca 95973	Plumbing	350051	PW-LR-1000 752809
Hankins Group Inc.	P.O. Box 481, Chico, Ca 95927	Electrical	968523	1000003369

Attach additional page(s) as required

STATEMENT OF QUALIFICATIONS

PROJECT: CENTENIAL CULTURAL CENTER: ROOFING AND FACADE PROJECT

1. Bidder Information.

1.1. Contact Information

Mailing Address	8 Seville Ct. #100 Street Address Chico, Ca 95928 City, State, Zip Code
Physical Location (if different from mailing address)	Street Address City, State, Zip Code
Telephone/Fax	(530) 809-1779 Telephone () Fax

1.2. Bidder Contacts.

Name	Butte Construction Company
Contact Information	Telephone: (530) 717-3856 Fax () N/A Email nickc@butteconstructioncompany.com

1.3. California Contractors' License.

License Number(s)	1003510
License Classification(s)	B - General Building
Responsible Managing Employee; Responsible Managing Officer	Nick Starnes
Expiration Date(s)	Exp. 9/30/2024

1.4. Bidder Form of Entity.

- | | |
|--|--|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Liability Company | |

2. **Revenue.** Complete the following for the Bidder's construction operations; if any portion of the revenue disclosed is generated by non-construction operations or activities, the Bidder must identify the portion of revenue attributed to construction operations and generally describe business activities of the Bidder that generates non-construction operations related revenue.

Calendar Year/ Fiscal Year	Annual Gross Revenue	Annual Net Revenue	Average Dollar Value of all Contracts	Dollar Value of Largest Contract
(2018)2017/2018	2,034,068	2,034,068	150,000	995,000
(2019)2018/2019	3,119,235	3,119,235	250,000	1,650,000
(2020)2019/2020	5,061,153	5,061,153	500,000	5,700,000

3. **References.**

DSA Project Inspectors			
Firm Name	Address	Telephone No.	Contact Name
Owners (Commercial Projects or Municipality Clients preferred)			
Owner Name	Address	Telephone No.	Contact Name
CITY OF OROVILLE	1735 MONTGOMERY ST.	530-538-2405	DAWN NEVERS
STOBLE	418 BROADWAY	530-513-5547	MATT THEIDE
330 MAIN STREET	801 8TH STREET	*PROVIDED BY INQUIRY	CHRIS JENNINGS
Architects (Commercial Projects or Municipality Clients preferred)			
Architect Firm Name & Architect Firm Contact Name	Address	Telephone No.	Contact Name
RGA	115 MEYERS ST #110	530-342-0302	MATT GALLAWAY
FORM	2436 BROAD ST	805-547-2344	TREVOR MILLER
GARY HAWKINS ARCHITECT	3045 CERES AVE #135	530-892-2700	GARY HAWKINS

[CONTINUED NEXT PAGE]

4. Insurance.

Commercial General Liability Insurance	Insurer: <u>JAMES RIVER INSURANCE CO.</u> Policy No. <u>000922213</u> Broker <u>INTERWEST INSURANCE</u>
Commercial General Liability Insurance Broker	(Contact Name) <u>JOLEEN ILLES</u> <u>1357 E LASSEN AVE</u> (Street Address) <u>CHICO, CA 95973</u> (City, State & Zip Code) (<u>530</u>) <u>897-3194</u> (<u> </u>) Telephone _____ Fax _____ <u>JILLES@IWINS.COM</u> (Email address)
Bid, Performance and Labor & Materials Payment Bond Surety	Surety: <u>THE OHIO CASUALTY INSURANCE COMPANY</u> Surety Broker <u>INTERWEST INSURANCE</u> <u>LIZ COLLODI</u> (Surety Broker Contact Name) <u>1357 E LASSEN AVE</u> (Street Address) <u>CHICO, CA 95973</u> (City, State & Zip Code) (<u>530</u>) <u>897-3154</u> (<u> </u>) Telephone _____ Fax _____ <u>LCOLLODI@IWINS.COM</u> (Email address)
Workers Compensation Insurance	Insurer: <u>STATE FUND</u> Policy No. <u>9308700</u> Broker <u>INTERWEST INSURANCE</u>
Workers Compensation Insurance Broker	(Contact Name) <u>JOLEEN ILLES</u> <u>1357 E LASSEN AVE</u> (Street Address) <u>CHICO, CA 95973</u> (City, State & Zip Code)

(530) 897-3194 ()

Telephone _____ Fax _____
JILLES@IWINS.COM
(Email address)

5. **Essential Requirements.** A Bidder will not be deemed qualified if the answer to any of the following questions results in a "not qualified" response and the Bid Proposal submitted by such a Bidder will be rejected for failure of the Bidder to meet minimum qualifications for the Work.
- 5.1. Bidder possesses a valid and currently in good standing California Contractors' license for the Classification(s) of Contractors' License required by the Call for Bids.
- Yes No (Not Qualified)
- 5.2. Bidder is currently a DIR Registered Contractor?
- Yes No (Not Qualified)
- 5.3. Bidder has a current commercial general liability insurance policy with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- Yes No (Not Qualified)
- 5.4. Bidder has a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code §3700.
- Yes No (Not Qualified)
 Bidder is exempt from this requirement, because it has no employees
- 5.5. The Bidder is ineligible or debarred from submitting Bid Proposals for public works projects or public works contracts pursuant Labor Code §1777.1 or Labor Code §1777.7.
- Yes (Not Qualified) No
- 5.6. A public agency, within the past five (5) years, has conducted proceedings that resulted in a finding that the Bidder, or any predecessor to the Bidder, is not a "responsible" bidder for a public works project or a public works contract.
- Yes (Not Qualified) No
- 5.7. During the last five (5) years, the Bidder or any predecessor to the Bidder, or any of the equity owners of the Bidder has been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?
- Yes (Not Qualified) No
- 5.8. During the past five (5) years a Surety has completed any project or the Bidder's obligations under a construction contract.
- Yes (Not Qualified) No
- 5.9. During the past five (5) years the Bidder has been declared in default under any construction contract to which the Bidder was a party.
- Yes (Not Qualified) No

5.10. The Bidder's Worker's Compensation Insurance current EMR is more than 1.25.

Yes (Not Qualified) No

5.11. The Bidder's Worker's Compensation Insurance average EMR over the past five (5) years is more than 1.25.

Yes (Not Qualified) No

6. **Performance/Experience.** A Bidder must receive a minimum of 90 points out of a possible 100 points in this section to be deemed "Qualified." The Bid Proposal of a Bidder who is not deemed "Qualified" will be rejected for non-responsiveness.

6.1. Within the past two (2) years has your organization performed renovations or new construction in line and consistent to the proposed project.

Yes No

If yes, number of such projects:

11

If yes, was your organization the Prime contractor or a subcontractor?

Prime Contractor

Subcontractor

Yes 1-5 Projects:	3 points
Yes 6-10 Projects:	5 points
Yes 10 or more Projects	10 points
No	0 points

6.2. Has a complaint ever been filed against your organization's California Contractors' License with the California Contractors' State License Board?

Yes No

Yes: 0 points

No: 10 points

6.3. Has your organization ever been asked to be relieved of or refused to sign a contract for construction services awarded to it?

Yes No

Yes: 0 points

No: 5 points

6.4. Has your organization ever failed to complete a construction contract?

Yes No

Yes: 0 points

No: 10 points

6.5. Has your organization ever been declared in default of a construction contract?

Yes No

Yes: 0 points

No: 10 points

6.6. Has your organization ever failed to complete a public works construction contract within the authorized time?

Yes No

Yes: 0 points

No: 10 points

6.7. Has your organization ever been assessed and paid liquidated damages under a construction

contract with either a public or private owner?

Yes No
 Yes: 0 points
 No: 10 points

6.8. Has your organization ever been denied an award of a public works contract based upon a finding by a public agency that your organization was not a responsible bidder?

Yes No
 Yes: 0 points
 No: 10 points

6.9. Has your organization or any principal of your organization ever been found guilty of violating any federal, state or local law, rule or regulation regarding a construction contract?

Yes No
 Yes: 0 points
 No: 5 points

6.10. Has any insurance carrier, for any policy of insurance, refused to renew an insurance policy for your organization?

Yes No
 If yes, on how many occasions? _____
 No occasions - 10 points
 1 occasion - 3 points
 More than 1 occasion - 0 points

6.11. During the past five (5) years, has a surety declined to issue a surety bond for your organization in connection with a construction project?

Yes No
 If yes, on how many occasions? _____
 No occasions 10 points
 1 occasion 3 points
 More than 1 occasion 0 points

7. Safety. Bidder must receive a minimum of 27 points out of a possible 35 points in this section.

7.1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

Yes No
 1 OCCASSION 1 or less occasion - 5 points
 2 occasions - 3 points
 More than 2 occasions - 0 points

7.2. Has the Federal Occupational Safety and Health Administration ("OSHA") cited and assessed penalties against your firm in the past five (5) years?

Yes No
 1 or less occasion - 5 points
2 occasions - 3 points
 More than 2 occasions - 0 points

7.3. Has the EPA, any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor in the past five years?

Yes No
 1 or less occasion - 5 points
 2 occasions - 3 points
 More than 2 occasions - 0 points

7.4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

- Once a week or more often - 5 points
- Any other answer - 0 points

7.5. List your firm's Workers' Compensation Insurance Experience Modification Rate (EMR) for each of the past three (3) premium years: (Note: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier).

Current year: 0.87
Previous year: 0.80
Year prior to previous year: 0.73
3-year Average: 0.80

- Three-year average EMR of .95 or less 5 points
- Three-year average EMR or more than .95 but no more than 1.1 3 points
- Any other three-year average EMR 0 points

7.6. Has there been more than one occasion during the last five (5) years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with California's prevailing wage laws? (Note: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor to your firm.)

- Yes No
- 2 or less occasions 5 points
 - 3 occasions 3 points
 - More than 3 occasions 0 points

7.7. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

- Yes No
- If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s): _____
- 2 or less occasions 5 points
 - 3 occasions 3 points
 - More than 3 occasions 0 points

8. Legal/Administrative Proceedings and Surety. If the response to any of the following questions is a "yes" complete and accurate details must be attached; failure to attach such details will render the Bid Proposal of the Bidder to be non-responsive and rejected. Responses to the following will be used to evaluate Bidder responsibility.

8.1. Have legal, arbitration or administrative proceedings been brought against the construction project owner Bidder or any of the principals, officers or equity owners of the Bidder within the past ten (10) years which arise out of or are related to any construction project?

- Yes No
- If "yes," on a separate attachment, include the following details: (i) name of party initiating proceedings against the Bidder; (ii) contact name, address, phone and email address of party initiating proceedings; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demanded; and (v) outcome of proceedings.

8.2. Has the Bidder brought any legal, arbitration or administrative proceedings against the owner of a construction project within the past ten (10) years which arise out of or are related to the construction project, excluding claims for personal injury?

- Yes No

If "yes," on a separate attachment, include the following details: (i) name of owner; (ii) contact name, address, phone and email address of contact person for owner; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 8.3. Has the Bidder brought any legal, arbitration or administrative proceedings against the architect or design professional for a construction project within the past ten (10) years which arise out of or are related to the construction project?
 Yes No

If "yes," on a separate attachment, include the following details: (i) name of architect; (ii) contact name, address, phone and email address of contact person for architect or design professional; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 8.4. Has the Bidder brought any legal, arbitration or administrative proceedings against the construction/project manager for a construction project within the past ten (10) years which arise out of or are related to the construction project?
 Yes No

If "yes," on a separate attachment, include the following details: (i) name of construction/project manager; (ii) contact name, address, phone and email address of contact person for construction/project manager; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 8.5. At any time during the past five (5) years, has any surety company made any payments on behalf the Bidder to satisfy any claims made against a bid, performance or payment bond issued to the Bidder, in connection with a construction project, either public or private?
 Yes No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 8.6. During the past five (5) years, has a surety declined to issue a surety bond for your organization in connection with a construction project?
 Yes No

If "yes" on a separate attachment provide details of the denial of bond coverage and the name of the company or companies which denied coverage.

- 8.7. At any time during the past five (5) years, has any surety company made any payments on behalf the Bidder to satisfy any claims made against a bid, performance or payment bond issued to the Bidder, in connection with a construction project, either public or private?
 Yes No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 8.8. In the last five years has any insurance carrier, for any policy of insurance, refused to renew the insurance policy for your firm?
 Yes No

8.9. Within the past five (5) years, has the Bidder been required to pay either back wages or penalties for the Bidder's failure to comply with California prevailing wage laws? This question refers only to the Bidder's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.
 Yes No

If "yes," on a separate attachment: (i) describe each instance of prevailing wage rate violation; (ii) identify the project on which a prevailing wage rate violation occurred; (iii) the public agency owner of the project; (iv) the number of employees affected by each prevailing wage rate violation; and (v) amount of back wages and penalties the Bidder was required to pay.

8.10. Within the past five (5) years, has there been more than one occasion in which the Bidder was penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?
 Yes No

If "yes," on a separate attachment: (i) describe each instance of prevailing wage rate violation; (ii) identify the project on which a prevailing wage rate violation occurred; (iii) the number of employees affected by each prevailing wage rate violation; and (iv) amount of back wages and penalties the Bidder was required to pay.

8.11. Within the past five (5) years, has the Bidder been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works projects?
 Yes No

If "yes," provide the date(s) of such findings and attach copies of the Apprenticeship Counsel's final decision(s).

9. References. Bidder must receive a minimum of 20 points out of a possible 30 points in this section.

9.1. Similar Completed Projects. Provide the three (3) projects the Bidder has completed within the past five (5) years similar in size, scope, function and construction value as the Work. The three (3) projects should be the best representation of similar work completed. Do not submit more than three (3) projects. All information requested shall be provided to receive ten (10) full points for each project.

- 3 Projects: 30 points
- 2 Projects: 20 points
- 1 Project 10 points
- 0 Projects 0 Points

Project Name	1200 MEYERS ST
Project Owner; Contact Information	CITY OF OROVILLE
Project Scope	REFURBISH STUCCO SHELL AND DRYROT FOUND
Original Contract Duration	3 MONTHS
Actual Project Completion Duration	9 MONTHS
Original Contract Price	333,489
Final Adjusted Contract Price	974,492

Project Name	STOBLE
--------------	--------

Project Owner; Contact Information	MATT THEIDE
Project Scope	REFURBISH 100+ YR OLD BUILDING
Original Contract Duration	12 MOS
Actual Project Completion Duration	20 MOS
Original Contract Price	4,128,000
Final Adjusted Contract Price	5,700,000

Project Name	330 MAIN STREET
Project Owner; Contact Information	CHRIS JENNINGS
Project Scope	REFURBISH 100+ YR OLD BUILDING
Original Contract Duration	12 MOS
Actual Project Completion Duration	24 MOS
Original Contract Price	2,400,000
Final Adjusted Contract Price	2,200,000

10. **Projects in Progress.** On a separate attachment, identify all projects the Bidder currently has in progress (Work in Progress). Provide the following information for each project:

- 10.1. Project Name
- 10.2. Project Owner
- 10.3. Project Scope
- 10.4. Project Completion Duration
- 10.5. Project Contract Amount

Accuracy and Authority. The undersigned is duly authorized to execute this Statement of Qualifications under penalty of perjury on behalf of the above-identified Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Qualifications. The undersigned declares and certifies that the responses to this Statement of Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Bidder acknowledges and agrees that if the City Of Oroville determines that any response herein is false or misleading or contains misstatements of fact so as to be false or misleading, the Bidder's Bid Proposal may be rejected by the City Of Oroville for non-responsiveness.

Executed this 31 day of October 2022 at Chico, California
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

By: 
 (Signature of Bidder's Authorized Officer or Representative)
Nick Starnes

Nick Starnes

(Typed or Printed Name)

Title: President



Butte Construction Company
 8 Seville Ct #100
 Chico CA 95928

2022 - 2024

BACKLOG	OWNER	SCOPE	DURATION (MONTHS)	Contract
20079 - Golden Eagle Charter School	Golden Eagle Charter School	New 34,000sf K-12 classrooms and school	12	7,827,667.00
20081 - Lupine Lane	Pheonix Initiative LLC	New Subdivision for 10 homes	20	6,656,550.00
20093 - PRECON 5177 Black Olive Dr.	Pheonix Initiative LLC	Preconstruction services for development of one home	2	28,125.35
21100 - Jardin Residence	Starnes	New home construction	4	743,500.00
21101 - 330 Main St. Shell	Chico Main LLC	Refurish 100+ yr old building to new resturant	24	1,634,956.00
21111 - 378 Circlewood Drive*	Pheonix Initiative LLC	New home construction	6	787,784.52
21112 - 866 Central Park Drive	Pheonix Initiative LLC	New home construction	6	696,033.67
21113 - 5351 Filbert Street	Pheonix Initiative LLC	New home construction	6	797,762.60
21114 - 8404 Montna Drive	Pheonix Initiative LLC	New home construction	6	871,762.76
21115 - Momona	Momona Noodle and Bao	New resturant	6	300,000.00
22119 - Parkside Tap House PRECON	Bellas LLC	Preconstruction services for development of patio	4	9,122.00
22120 - Coin-Op PRECON	Roy Ledo - Sporting LLC	Preconstruction services for development of bar and resturant	4	7,422.00
22121 - Coin-Op Sacramento Repairs	Roy Ledo - Sporting LLC	Refurbish bar and kitchen, downtown Sacramento	4	26,891.12
22123 - 55 Independence Shall Repairs	Sharon Kearns	Preconstruction services for development of one home	2	199,453.00
22124 - 5177 Black Olive "Front"	Pheonix Initiative LLC	New home construction	6	694,480.74
22125 - Black Olive "Rear"	Pheonix Initiative LLC	New home construction	6	787,784.52
22126 - Camina Bakery	Camina Bakery	Refurbish existing warehouse and build a new bakery	9	850,500.00
22127 - 971 E 6th St Remodel	Sharon Kearns	Home remodel	2	120,000.00
22XXX - Humboldt Rd Multi-Phase Commercia	Theide Collective LLC	Development of 17,600sf of commercail space, outdoor areas	18	4,250,000.00
22XXX - Parkside Taphouse Expansion	Bellas LLC	New patio expansion, downtown Chico	4	550,000.00
22XXX - Coin-Op Chico	Roy Ledo - Sporting LLC	New 5,000sf bar and resturant with adult arcade	9	755,000.00
22XXX - Long Valley Charter School ADA Repai	Long Valley Charter School - Thompson Peak	ADA reapiers and upgrades	3	200,000.00
22XXX - Adams Finished Goods Repairs	Adams Grain and Vegetable Oil	New fire rated corridor for egress	1	65,850.00
				<u>28,860,645.28</u>

SECTION 00 45 19

NON-COLLUSION DECLARATION

PROJECT: CENTENIAL CULTURAL CENTER: ROOFING AND FACADE PROJECT

The undersigned declares:

I am Nick Starnes
President

(Insert "Sole Owner", "Partner", "President, "Secretary", or other proper title)

of Butte Construction Company

(Insert name of bidder)

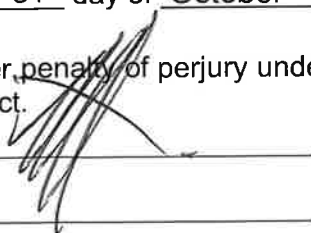
As the party submitting a Bid Proposal for the above-identified Project, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this 31 day of October, 2022 at Chico, Butte, California
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature



Nick Starnes
Name Printed or Typed

SECTION 00 61 10

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, The Ohio Casualty Insurance Company, as Surety and Butte Construction Company, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **City Of Oroville** ("the Oblige") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Oblige for the Work commonly described as **CENTENIAL CULTURAL CENTER: ROOFING AND FACADE PROJECT**.

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Oblige in the penal sum equal to Ten Percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Oblige, inclusive of amounts proposed for additive Alternate Bid Items, if any.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Oblige, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Oblige the difference between the amount specified in said Bid Proposal and the amount for which the Oblige may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Oblige in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

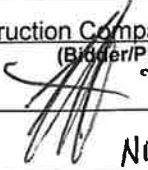
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Oblige, the Surety and Principal shall be jointly and severally liable for payment to the Oblige all costs, expenses and fees incurred by the Oblige in connection therewith, including without limitation, attorney's fees.

[CONTINUED NEXT PAGE]

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 20th day of October, 2022 by their duly authorized agents or representatives.

Butte Construction Company
(Bidder/Principal Name)

By: 
(Signature)

NICK STARNES
(Typed or Printed Name)

Title: PRESIDENT
(Attach Notary Public Acknowledgement of Principal's Signature)

The Ohio Casualty Insurance Company
(Surety Name)

By: 
(Signature of Attorney-In-Fact for Surety)

Elizabeth Collodi, Attorney-in-Fact
(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

Contact name, address, telephone number and email address for notices to the Surety

Phyllis Jarvis, Bond Manager
(Contact Name)

175 Berkeley Street
(Street Address)

Boston, MA 02116
(City, State & Zip Code)

(916) 830-6071 ()
Telephone Fax

Phyllis.Jarvis@LibertyMutual.com
(Email address)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte

On October 20, 2022 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208769-971829

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bill Rapp; Brad Espinosa; Breanna Boatright; Claudine Gordon; Deanna Quintero; Dineen Fraser; Elizabeth Colloidi; Jason March; Jennifer Lakmann; John Hopkins; John J. Weber; Kathleen Le; Kris Lopes; Kristie Phillips; Mary Collins; Matthew Foster; Michael Feeney; Mike Taylor; Mindy Whitehouse; Pam Sey; Paula Senna; Peggy Trusty; Phil Watkins; Renee Ramsey; Samantha Watkins; Sara Walliser; Sharon Smith; Steven L. Williams; Tony Clark

all of the city of Chico state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of September, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of September, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of October, 2022.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

**AMENDMENT NUMBER 1 TO THE REQUEST FOR PROPOSALS (“RFP”)
FOR CITY OF OROVILLE CENTENNIAL CULTURAL CENTER PROJECT (“PROJECT”)**

Amendment Date: October 12th, 2022

A. This Amendment shall be considered part of the REQUEST FOR PROPOSALS (“RFP”) for the design and construction of the City of Oroville Hall Roof and Façade Project (“Project”) as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the RFP and related Bridging Documents, this Amendment shall govern and take precedence. RESPONDENTS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR PROPOSAL.

B. Respondents are hereby notified that they shall make any necessary adjustments in their RFP and Bridging Documents as a result of this Amendment. It will be construed that each Respondent’s written response to this RFP “RFP Response” is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the City of Oroville Request for Proposal for the City of Oroville Centennial Cultural Center Project remains unchanged. The RFP is modified and/or clarified, as follows:

See attachments A-B for updated information including: attendees log-in, recap of the site visit, clarifications, and specs for metal roofing.

Attachment A: Attendees Sign-In Log


Attachment B: Site-Walk recap minutes and specs for roofing

If Respondent’s need further directions regarding the Amendment #1 to the Request for Proposals (“RFP”) for the City of Oroville Centennial Cultural Center Project, please contact Nick Trover at nicktrover@trovercpm.com.

**RESPONDENT MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW
AND ATTACHING THE SIGNED AMENDMENT TO THE PROPOSAL FORM:**

Company Name Butte Construction Company

Contact Person Nick Carney

Signature 

Date 10/31/22

Nick Trover
Project Manager
City of Oroville

ATTACHMENT A

**SIGN IN SHEET
MANDATORY JOB WALK**

**RFP # CCC-09-26-2022 Re-Roof CENTENNIAL CULTURAL CENTER: ROOFING AND FACADE PROJECT
Bid ID 163313
Tuesday, October 11, 2022 at 8:00AM**

Name	Representing	Phone No.	Email
Jason Dumas	BIM TEAR off	925 628-3866	Jose@bimtearoff.com
Nick Carney	Brite Construction Company	530-717-3856	nickc@briteconstructioncompany.com
Guy	George Roofing	530-965-2752	Guy@Georgeroofing.net



ATTACHMENT B

PRE-BID WALK AGENDA

10/11/2022

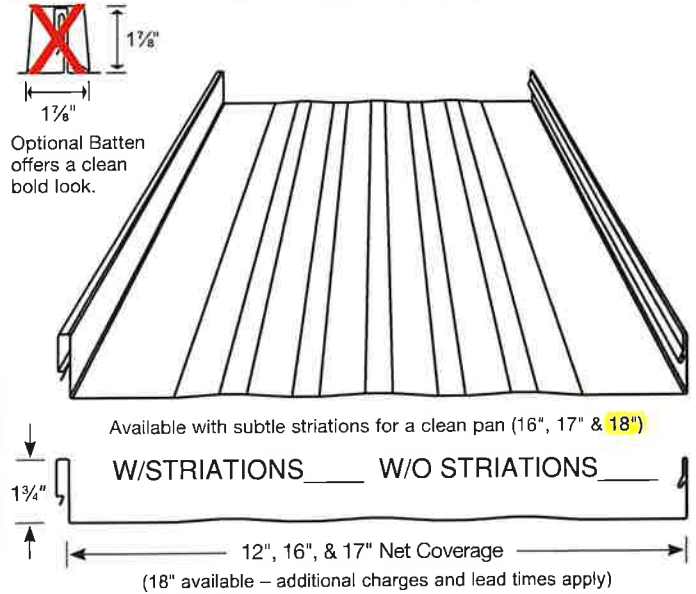
MANDATORY SITE WALK: CENTENNIAL CULTURAL CENTER

1. PROJECT OVERVIEW: Roof
2. Scope of Work: Total Roof Replacement/ Painting of entire exterior surfaces
 - a. Include the option for replacing all fascia in bid
 - b. Removal and reintroduction of all new conduit into mechanical room through roof
 - c. New weather-head installation
 - d. Painting of gas lines on roof
 - e. Replace/add stand off on piping to meet warranty requirements
 - f. Add drop legs to gas termination
3. Questions directed to City of Oroville in form of an RFI only.
4. RFI's Due no later than October 18, 2022
5. Last Addendum issued, if required October 24, 2022
6. Bids Due at 2:00 pm, Monday October 31, 2022
7. Tentative Start of Construction: November 21, 2022
8. Tentative completion: February 17, 2022

-METAL ROOFING MATERIAL SPEC SHEET IS ATTACHED FOR COOL DURA TECH 5000 or SIMILAR MATERIAL AND COLOR CHOICE

Design Span hp is a performance-rated structural standing seam, concealed fastener metal roof system with net coverage of 12", 16", 17" & 18".

Design Span hp is excellent as a roof over metal or wood decking, and as a fascia or mansard over plywood or supports.



Section Properties									
Width	Gauge	Base Steel Thickness (in)	Yield (ksi)	Tensile (ksi)	Wt. (lbs/ft²)	I+ (in⁴/ft)	S+ (in⁴/ft)	I- (in⁴/ft)	S- (in⁴/ft)
12"	24	0.0232	50	65	1.45	0.1185	0.0820	0.0762	0.0586
	22	0.0294	50	65	1.83	0.1522	0.1080	0.0997	0.0771
16"	24	0.0232	50	65	1.34	0.0943	0.0624	0.0593	0.0440
	22	0.0294	50	65	1.68	0.1213	0.0825	0.0773	0.0580
17"	24	0.0232	50	65	1.31	0.0901	0.0589	0.0562	0.0414
	22	0.0294	50	65	1.65	0.1158	0.0779	0.0734	0.0546
18"	24	0.0232	50	65	1.30	0.0858	0.0557	0.0533	0.0391
	22	0.0294	50	65	1.63	0.1104	0.0737	0.0696	0.0515

NOTE: The hybrid positive moment of inertia, I, presented for determining deflection is: $(2I_{\text{Effective}} + I_{\text{Gross}})/3$

standard features

- Factory applied sealant is a standard offer.
- Custom manufactured sheet lengths from 6'-0" to 45'-0".
- Subtle striations between ribs on 16" and wider panels.
- Offered in 12", 16" & 17" widths.
- Available in 24ga and 22ga in standard finishes - Refer to AEP Span Color Charts for full range of color options, prints, textures, finishes and paint systems.
- Recommended minimum slope of 2:12. Inquire for slopes below 2:12.
- Tested in accordance with UL580-Class 90 & ASTM E1592.
- Has been tested for air infiltration per ASTM E1680, and water infiltration per ASTM E1646.
- Snap-together panel means no field seaming is required.
- Panel evaluated by accredited third party. All structural performance data is contained within an IBC/IRC 2015 code compliance report.



optional features

- Short cut sheets from 6'-0" to 1'-0". Additional fees and lead times may apply.
- Longer lengths available from 70'-0" (Tacoma, WA facility) to 100'-0" (Fontana, CA facility). Additional fees and lead times may apply.
- Additional Batten option offers a clean bold look with the structural capacity and weather resistance of regular Design Span hp.
- Factory notching available for turn under at the eave.
- 18" width available. Additional fees and lead times may apply.

12" Design Span hp									
Gauge	Span	Cond.	Allowable Inward Loads (lbs/ft ²) per Span (ft.-in.)						
			2'-0"	2'-6"	3'-0"	3'-6"	4'-0"	4'-6"	5'-0"
24	Single Span	W/Ω	409	262	182	134	102	81	65
		L/180	-	-	-	-	-	-	-
	Double Span	W/Ω	285	184	128	94	72	57	46
		L/180	-	-	-	-	-	-	-
	Triple Span	W/Ω	353	228	160	118	90	71	58
		L/180	-	-	-	-	-	-	-
22	Single Span	W/Ω	539	345	240	176	135	106	86
		L/180	-	-	-	-	-	-	-
	Double Span	W/Ω	377	243	169	124	96	76	61
		L/180	-	-	-	-	-	-	-
	Triple Span	W/Ω	468	302	211	155	119	94	76
		L/180	-	-	-	-	-	-	-

Allowable Outward Loads (lbs/ft ²) per Span (ft.-in.)									
Gauge	1'-0"	1'-6"	2'-0"	2'-6"	3'-0"	3'-6"	4'-0"	4'-6"	5'-0"
24	82	76	71	67	63	59	56	52	48
22	82	76	71	67	63	59	56	52	48

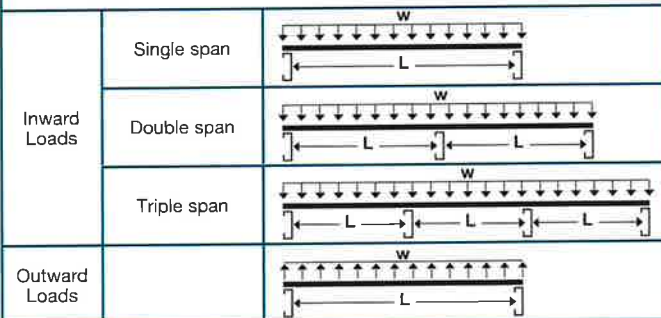
16" Design Span hp									
Gauge	Span	Cond.	Allowable Inward Loads (lbs/ft ²) per Span (ft.-in.)						
			2'-0"	2'-6"	3'-0"	3'-6"	4'-0"	4'-6"	5'-0"
24	Single Span	W/Ω	309	199	138	102	78	62	50
		L/180	-	-	-	-	-	-	-
	Double Span	W/Ω	214	138	96	71	54	43	34
		L/180	-	-	-	-	-	-	-
	Triple Span	W/Ω	265	171	119	88	67	53	43
		L/180	-	-	-	-	-	-	-
22	Single Span	W/Ω	412	263	183	134	103	81	66
		L/180	-	-	-	-	-	-	-
	Double Span	W/Ω	245	183	127	93	72	57	45
		L/180	-	-	-	-	-	-	-
	Triple Span	W/Ω	278	223	158	117	90	70	57
		L/180	-	-	-	-	-	-	-

Allowable Outward Loads (lbs/ft ²) per Span (ft.-in.)									
Gauge	1'-0"	1'-6"	2'-0"	2'-6"	3'-0"	3'-6"	4'-0"	4'-6"	5'-0"
24	49	42	36	30	29	29	29	28	28
22	74	66	58	49	49	48	47	47	46

17" and 18" Design Span hp									
Gauge	Span	Cond.	Allowable Inward Loads (lbs/ft ²) per Span (ft.-in.)						
			2'-0"	2'-6"	3'-0"	3'-6"	4'-0"	4'-6"	5'-0"
24	Single Span	f	275	178	124	91	70	55	44
		L/180	-	-	-	-	-	-	-
	Double Span	f	190	123	86	62	48	38	31
		L/180	-	-	-	-	-	-	-
	Triple Span	f	236	152	107	78	60	47	38
		L/180	-	-	-	-	-	-	-
22	Single Span	f	368	235	164	120	92	73	59
		L/180	-	-	-	-	-	-	-
	Double Span	f	218	163	113	83	64	50	40
		L/180	-	-	-	-	-	-	-
	Triple Span	f	247	198	141	103	79	63	51
		L/180	-	-	-	-	-	-	-

Allowable Outward Loads (lbs/ft ²) per Span (ft.-in.)									
Gauge	1'-0"	1'-6"	2'-0"	2'-6"	3'-0"	3'-6"	4'-0"	4'-6"	5'-0"
24	48	42	35	29	29	28	28	28	27
22	67	59	51	43	43	42	42	41	41

LOADING TABLE LEGEND
W/Ω - Allowable panel strength
L - Span (Inches)
L/180 - Load limited by a deflection of 1/180 of the span
W - Distributed load



- NOTES:**
- The information in these tables applies to uniform loads only.
 - Upper values based on allowable panel strength. Bottom values based on allowable service load deflection of L/180.
 - "-" denotes that capacities are limited by panel strength vs. deflection.
 - Steel conforms to ASTM A792 (ZINCALUME[®]) 50,000 psi minimum yield.
 - Values are based on AISI S100-07/S2-10.
 - Maximum allowable outward load capacities are shown and dependent upon fastener-to-substrate capacities. Refer to IAPMO-UES report #ER-0309 for specific product capacities.
- Specifications subject to change without notice.

Oil Canning
All flat metal surfaces can display waviness commonly referred to as "oil canning". "Oil canning" is an inherent characteristic of steel products, not a defect, and therefore is not a cause for panel rejection.



STANDARD COLORS

DURA TECH™ 5000 - Premium 70% Fluoropolymer (PVDF) Coating



ZINCALUME® Plus*

SRI: 64 • LRV: 67 • GA: 24, 22, & 20



Cool SIERRA TAN

SRI: 55 • LRV: 34 • GA: 24 & 22



Cool WEATHERED COPPER

SRI: 34 • LRV: 11 • GA: 24 & 22



Cool COLONIAL RED

SRI: 35 • LRV: 9 • GA: 24 & 22



Cool SLATE GRAY

SRI: 33 • LRV: 12 • GA: 24 & 22



Cool TAHOE BLUE

SRI: 33 • LRV: 14 • GA: 24 & 22



Cool LEAF GREEN

SRI: 30 • LRV: 11 • GA: 24 & 22



Cool REGAL WHITE

SRI: 88 • LRV: 75 • GA: 24 & 22



Cool PEBBLE

SRI: 48 • LRV: 27 • GA: 24 & 22



Cool DARK BRONZE

SRI: 32 • LRV: 8 • GA: 24 & 22



Cool OLD TOWN GRAY

SRI: 43 • LRV: 27 • GA: 24 & 22



Cool MIDNIGHT BRONZE

SRI: 27 • LRV: 7 • GA: 24 & 22



Cool REGAL BLUE

SRI: 29 • LRV: 10 • GA: 24 & 22



Cool FOREST GREEN

SRI: 29 • LRV: 9 • GA: 24 & 22



Cool PARCHMENT

SRI: 58 • LRV: 40 • GA: 24 & 22



Cool WALNUT

SRI: 38 • LRV: 18 • GA: 24 & 22



Cool TERRA-COTTA

SRI: 41 • LRV: 15 • GA: 24 & 22



Cool ZINC GRAY

SRI: 39 • LRV: 20 • GA: 24 & 22



Cool MATTE BLACK

SRI: 29 • LRV: 5 • GA: 24 & 22



Cool SAGE GREEN

SRI: 41 • LRV: 21 • GA: 24 & 22

PREMIUM COLOR¹

(Subject to upcharge)



VINTAGE^{®1}

SRI: 22 • LRV: 20 • GA: 24

Vintage coated metal is an innovative coating process over a TruZinc[®] G90 metallic coated steel surface producing a beautiful, durable, aged-metallic finish.

METALLIC COLORS¹

DURA TECH™ mx - Premium Fluoropolymer (PVDF) Pearlescent Coating (Subject to upcharge)



Cool METALLIC SILVER¹

SRI: 65 • LRV: 50 • GA: 24 & 22



Cool SILVERSMITH¹

SRI: 58 • LRV: 54 • GA: 24 & 22



Cool ZACTIQUE[®] II¹

SRI: 39 • LRV: 22 • GA: 24 & 22



Cool METALLIC CHAMPAGNE¹

SRI: 54 • LRV: 33 • GA: 24 & 22



Cool METALLIC COPPER¹

SRI: 53 • LRV: 29 • GA: 24 & 22

¹ Please note that these colors are batch sensitive (may have color variation) and are directional in nature. Different batches are not to be mixed on projects. We recommend that you request a sample of current stocked material to review actual color before ordering to ensure color accuracy. We are not responsible for color variations.

* Clear acrylic coated

REPRESENTATION OF COLORS MAY VARY DUE TO PRINTING LIMITATIONS.

Sample color chips are available upon request. Consult your AEP Span representative for more information.



Dura Tech™ coatings combine the corrosion protection of a ZINCALUME® substrate with a highly durable resin formulation and cool pigment technology to provide excellent color retention and reduces the demand for energy.

DURA TECH 5000 and DURA TECH mx	ASTM ²	PERFORMANCE
Standard Film Thickness	D5796	0.15 - 0.25 mil primer, 0.70 - 0.80 mil top coat 0.50 mil backer coat (Polyester system applied over a primer)
Marine Environment Film Thickness	D5796	0.70 - 0.80 mil primer, 0.70 - 0.80 mil topcoat, 0.40 - 0.50 mil clear coat Other unusual environmental conditions or specialized pigmentation may have different primer and clear coat requirements.
Specular Gloss	D523	8-15% at 60° (Dura Tech 5000) 15-25% at 60° (Dura Tech mx)
Pencil Hardness	D3363	F-2H
Flexibility T-Bend	D4145	2T No loss of adhesion or evidence of cracking ³
Cross Hatch Adhesion	D3359	No adhesion loss
Reverse Impact	D2794	No cracking or loss of adhesion
Abrasion, Falling Sand	D968	65 liters minimum
Flame Test	E84	Class A coating
Acid Pollutants 20% Sulfuric Acid, 18hrs. 10% Muriatic Acid, 24hrs.	D1308	No bleaching No color change, no blistering
Acid Rain Test	Kesternich	15 cycles minimum
Alkali Resistance	Kesternich	No effect
Salt Spray Resistance	B117	Passes 1,000 hours, coated steel ³
Cyclic Salt Fog	B5894	2,000 hours passes adhesion
Humidity Resistance @ 100°	B2247	Passes 2,000 hours, coated steel ³
South Florida Exposure	D2244	<5 NBS units change
UVB	D822	Passes 3,000 hours
Chalk Resistance	D4214	Rating of 8 minimum
ZINCALUME® and Galvalume® substrate	A792	55% aluminum-zinc alloy coated steel with a metallic coating weight of AZ50

Declare.



FINISH WARRANTIES

Limited warranties for chalk, fade and film integrity are available in durations of up to 40 years for both Dura Tech™ 5000 and Dura Tech™ mx. All AEP Span panels are offered with a corrosion warranty on Galvalume® or ZINCALUME® substrate. Terms can be affected by factors such as environment and building use. Vintage warranty varies. Inquire for details.

COMPOSITION & APPLICATION:

Dura Tech™ 5000/mx coatings are factory applied, oven cured formulas applied by approved coil coaters. They utilize Kynar 500® or Hylar 5000® PVDF resins and inorganic, IR reflective pigments for superior long-term performance.

PRETREATMENT

All substrates are pre-treated in accordance with paint manufacturer's instructions. The pretreatment is to provide a suitable surface for application of the recommended primer.

METALLIC COATINGS

With metallic coatings, minor differences in both color and appearance are normal and to be expected. It is virtually impossible to match one metallic coating to another. Due to the coil application process, striations and longitudinal patterning may also show on these products. To minimize the possible visual effects of the normal minor differences in paint and its application, an entire job should be painted at one time. Additionally, fabricated panels, flat sheets, and flashings should be orientated in the same direction for installation. Contact AEP Span representative for actual color samples prior to purchase.

VINTAGE - Vintage coated metal is an innovative coating process over a TruZinc® G90 metallic coated steel surface producing a beautiful, durable, aged-metallic finish.

Vintage specifications and warranty vary slightly from those stated above. Please visit www.aepspan.com/resource-center/warranties for details or contact an AEP Span representative for details.

² All tests performed to the latest ASTM revision. The test results set forth are representative of the results obtained by the paint manufacturer.

³ Performances on HDG G90, ZINCALUME®, Galvalume®.

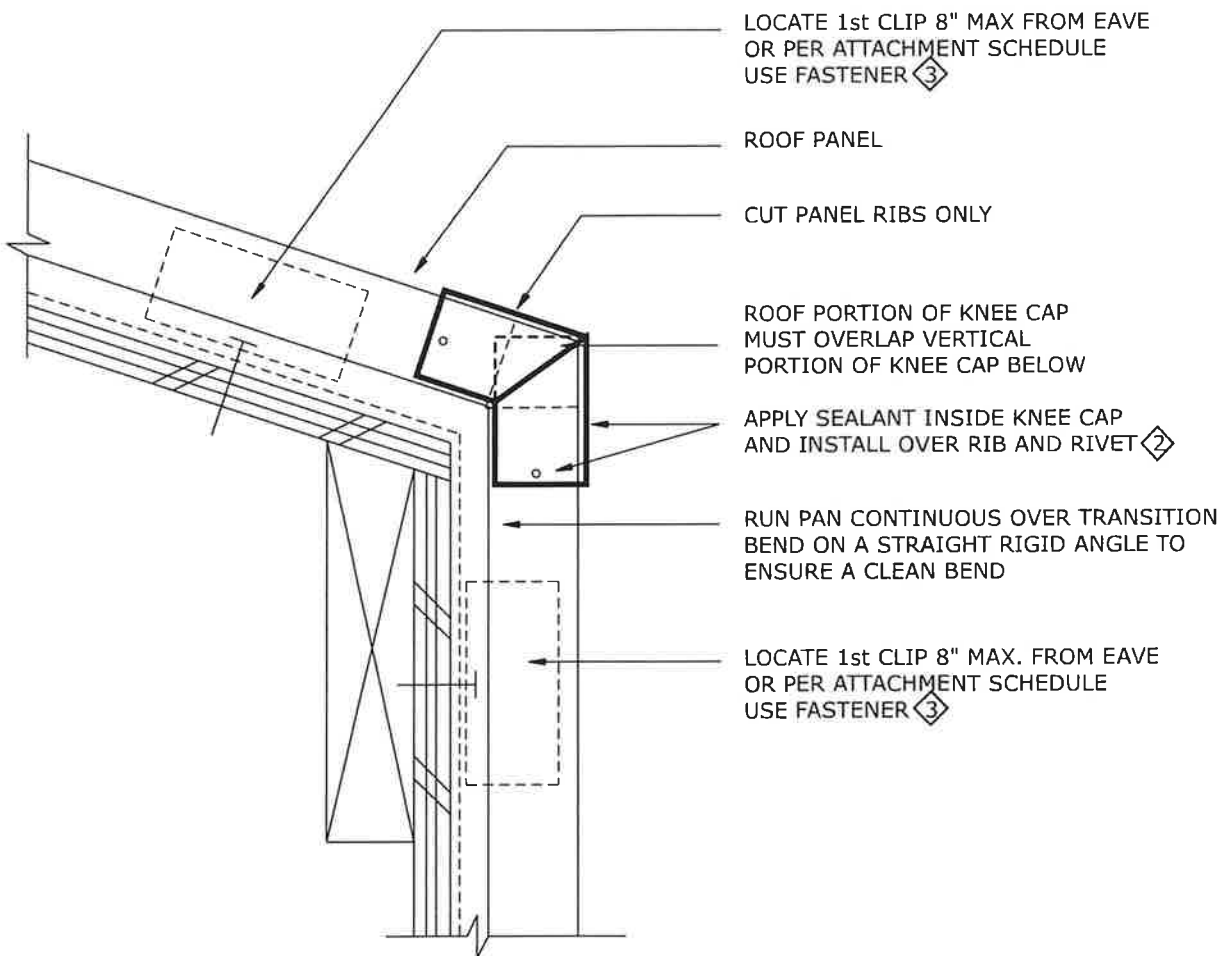
SRI=Solar Reflective Index. LRV=Light Reflectance Value. GA= Gauge of Steel.

SRI values in accordance with ASTM E1980 and are based on independent testing. Cool Roof Rating Council (CRRC) performance values (for CA Title 24, Energy Star) are based on color families and will differ from those listed above. Please visit www.aepspan.com for additional information.

Eave Transition



DSPKNEE



Procedures

- Cut the panel ribs only where the panel is to bend. Bend panels over a straight, rigid angle to ensure a clean bend.
- Attach the roof panels.
- Caulk and cover the rib gap with the knee cap flashing and rivet.
- Due to expansion and contraction, this detail should not be used when panels greater than 40 ft. are used.

Note: This detail shall not be used in applications that are subject to snow and ice.

Flush Panel

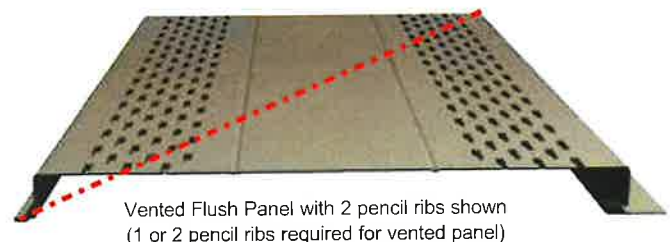
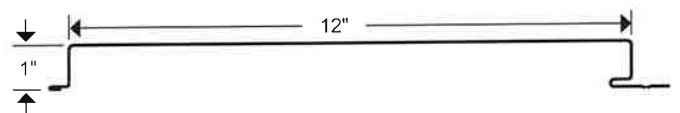


CLEAN LINES FOR A DISTINCT DESIGN

Flush Panel is a low profile, concealed fastener panel ideal for wall, soffit, fascia, and mechanical screen applications. Available in both flat and vented panels, Flush Panel provides a distinct design for any project.

Features and Benefits:

- Tested in accordance to ASTM E1592 and ASTM E283 & E331.
- Available in standard 24ga for soffit or fascia applications and 22ga for wall applications.
- Select from a variety of standard and premium finishes. Refer to AEP Span Color Charts for full range of color options and paint systems.
- 40 year Limited Warranty, including Vented Flush Panels.
- Available in flat, vented, and 1 or 2 pencil ribs. Vented panels can be used for exterior screen applications.
- Venting available with no additional lead times.
- Optional venting provides 7.8% open area (11.3 in²/ft² panel).
- Panel design allows for horizontal and vertical wall application, 22ga or heavier is required. (Inquire for heavier gauges)
- Sealant is not factory applied.



Flush Panel



Properties									Standard Finishes	
Gauge	Base Steel Thickness (in)	Yield (ksi)	Tensile (ksi)	Wt. (lbs/ft ²)	I+ (in ⁴ /ft)	S+ (in ³ /ft)	I- (in ⁴ /ft)	S- (in ³ /ft)	Metallic Coating	Paint System
24	0.0232	50	65	1.30	0.0344	0.0338	0.0379	0.0381	AZ50	Cool Dura Tech™ 5000 (polyvinylidene fluoride) or Dura Tech™ mx (metallic polyvinylidene)
22	0.0294	50	55	1.64	0.0448	0.0493	0.0494	0.0503	AZ50	

NOTES: The moments of inertia, I+ and I-, presented for determining deflection are: $(2I_{Effective} + I_{Gross})/3$

Gauge	Span	Cond.	Allowable Inward Loads (lbs/ft ²) per Span (ft.-in.)						
			2' - 0"	2' - 6"	3' - 0"	3' - 6"	4' - 0"	4' - 6"	5' - 0"
24	Single Span	ASD, W/Ω	168	108	75	55	42	33	27
		L/180	376	193	111	70	47	33	24
	Double Span	ASD, W/Ω	159	108	77	58	45	35	29
		L/180	906	464	269	169	113	80	58
	Triple Span	ASD, W/Ω	187	129	93	70	55	44	35
		L/180	710	363	210	132	89	62	45
22	Single Span	ASD, W/Ω	246	157	109	80	62	49	39
		L/180	489	250	145	91	61	43	31
	Double Span	ASD, W/Ω	208	141	101	76	59	47	38
		L/180	1178	603	349	220	147	103	75
	Triple Span	ASD, W/Ω	244	169	122	93	72	58	48
		L/180	923	473	273	172	115	81	59

Gauge	Allowable Outward Loads (lbs/ft ²) per Span (ft.-in.)						
	2' - 0"	2' - 6"	3' - 0"	3' - 6"	4' - 0"	4' - 6"	5' - 0"
24	66	60	55	49	43	38	32
22	112	101	89	78	67	55	44

Inward Loads	Single Span		<p>NOTES:</p> <p>The information in these tables applies to uniform loads only.</p> <p>The upper values, ASD (W/Ω) are based on allowable panel strength.</p> <p>L/180 values based on allowable service load deflections.</p> <p>Table values denoted by "-" indicate that capacities are limited by panel strength vs. deflection.</p> <p>Values are based on AISI S100-16/S1-18.</p> <p>Maximum allowable outward load capacities are shown and dependent upon fastener-to-substrate capacities.</p> <p>Specifications subject to change without notice.</p>
	Double Span		
	Triple Span		
Outward Loads			

Oil Canning : All flat metal surfaces can display waviness commonly referred to as "oil canning". "Oil canning" is an inherent characteristic of steel products, not a defect, and therefore is not a cause for panel rejection.

STANDARD COLORS

DURA TECH™ 5000 - Premium 70% Fluoropolymer (PVDF) Coating



ZINCALUME® Plus*

SRI: 64 • LRV: 67 • GA: 24, 22, & 20



Cool SIERRA TAN

SRI: 55 • LRV: 34 • GA: 24 & 22



Cool WEATHERED COPPER

SRI: 34 • LRV: 11 • GA: 24 & 22



Cool COLONIAL RED

SRI: 35 • LRV: 9 • GA: 24 & 22



Cool SLATE GRAY

SRI: 33 • LRV: 12 • GA: 24 & 22



Cool TAHOE BLUE

SRI: 33 • LRV: 14 • GA: 24 & 22



Cool LEAF GREEN

SRI: 30 • LRV: 11 • GA: 24 & 22



Cool REGAL WHITE

SRI: 88 • LRV: 75 • GA: 24 & 22



Cool PEBBLE

SRI: 48 • LRV: 27 • GA: 24 & 22



Cool DARK BRONZE

SRI: 32 • LRV: 8 • GA: 24 & 22



Cool OLD TOWN GRAY

SRI: 43 • LRV: 27 • GA: 24 & 22



Cool MIDNIGHT BRONZE

SRI: 27 • LRV: 7 • GA: 24 & 22



Cool REGAL BLUE

SRI: 29 • LRV: 10 • GA: 24 & 22



Cool FOREST GREEN

SRI: 29 • LRV: 9 • GA: 24 & 22



Cool PARCHMENT

SRI: 58 • LRV: 40 • GA: 24 & 22



Cool WALNUT

SRI: 38 • LRV: 18 • GA: 24 & 22



Cool TERRA-COTTA

SRI: 41 • LRV: 15 • GA: 24 & 22



Cool ZINC GRAY

SRI: 39 • LRV: 20 • GA: 24 & 22



Cool MATTE BLACK

SRI: 29 • LRV: 5 • GA: 24 & 22



Cool SAGE GREEN

SRI: 41 • LRV: 21 • GA: 24 & 22

PREMIUM COLOR¹

(Subject to upcharge)



VINTAGE⁹¹

SRI: 22 • LRV: 20 • GA: 24

Vintage coated metal is an innovative coating process over a TruZinc® G90 metallic coated steel surface producing a beautiful, durable, aged-metallic finish.

METALLIC COLORS¹

DURA TECH™ mx - Premium Fluoropolymer (PVDF) Pearlescent Coating (Subject to upcharge)



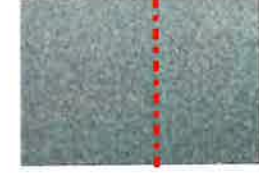
Cool METALLIC SILVER¹

SRI: 65 • LRV: 50 • GA: 24 & 22



Cool SILVERSMITH¹

SRI: 58 • LRV: 54 • GA: 24 & 22



Cool ZACQUE® II¹

SRI: 39 • LRV: 22 • GA: 24 & 22



Cool METALLIC CHAMPAGNE¹

SRI: 54 • LRV: 33 • GA: 24 & 22



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Declare.™ Red List Free

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**AMENDMENT NUMBER 2 TO THE REQUEST FOR PROPOSALS (“RFP”)
FOR CITY OF OROVILLE CENTENNIAL CULTURAL CENTER PROJECT (“PROJECT”)**

Amendment Date: October 24, 2022

A. This Amendment shall be considered part of the REQUEST FOR PROPOSALS (“RFP”) for the design and construction of the City of Oroville Centennial Cultural Center Project (“Project”) as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the RFP and related Bridging Documents, this Amendment shall govern and take precedence. RESPONDENTS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR PROPOSAL.

B. Respondents are hereby notified that they shall make any necessary adjustments in their RFP and Bridging Documents as a result of this Amendment. It will be construed that each Respondent's written response to this RFP “RFP Response” is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the City of Oroville Request for Proposal for Centennial Cultural Center Roofing and Painting Project remains unchanged. The RFP is modified and/or clarified, as follows:

Respondent Requests for Information

RFI #1:

1. The addendum states “option” for replacing the fascia boards. Are you looking for an alternate price for that or would you just like me to include replacing them in the bid?
2. Will this project require “skilled and trained workforces (STW)”?

City of Oroville Response:

1. Please included the cost of replacing all fascia in the bid
2. This project will not require any “STW”

RFI #2:

1. During the job walk on 10/11/22, it was observed that one of the rooftop attic ventilators had a large gap between the ventilator and its curb (see attached picture). The bottom side of the ventilator could not be observed from the attic side. There was a question as to whether or not the ventilator could be removed, disposed of and opening capped, or if the ventilator needs to remain. Please provide clarification on what to do with the ventilator.

City of Oroville Response:


1. Ventilators are to remain. Bid to include the costs for flashing and necessary waterproofing to meet warranty.

If Respondent's need further directions regarding the Amendment #1 to the Request for Proposals (“RFP”) for the City of Oroville Centennial Cultural Center Project, please contact Nick Trover at nicktrover@trovercpm.com.

**RESPONDENT MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW
AND ATTACHING THE SIGNED AMENDMENT TO THE PROPOSAL FORM:**

Company Name Butte Construction Company

Contact Person Nick Carney

Signature 

Date 10/31/2022

Nick Trover
Project Manager
City of Oroville

SECTION 00 43 24
(FOR PRE-BID USE ONLY)
PRE-BID REQUEST FOR INFORMATION
City Of Oroville

Date of Pre-Bid RFI: <u>10/14/22</u>	Bidder Name: <u>Butte Construction Company</u>
Project Name: <u>Centennial Cultural Center</u>	
Project No: _____	

Bidder's Pre-Bid Request for Information (Include references to Drawing Sheet Numbers and/or Sections of the Specifications)

1. The addendum states "option" for replacing the fascia boards. Are you looking for an alternate price for that or would you just like me to include replacing them in the bid?

2. Will this project require "skilled and trained workforces (STW)"?

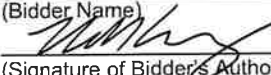
Additional pages attached by Bidder: ___ Yes No
Number of additional pages attached by Bidder: _____

Response to Bidder's Pre-Bid Request for Information

Additional pages of RFI Response attached: ___ Yes ___ No
Number of additional RFI Response pages attached: _____

Date of RFI Response: _____

Submitted By:
Butte Construction Company

(Bidder Name)


(Signature of Bidder's Authorized Employee, Officer or Representative)

Submittal Date: 10/14/22

Bidder Contact Information:
Nick Carney
(Bidder Contact Name)
530-717-3856
(Phone and Fax)
nickc@butteconstructioncompany.com
(Email Address)

SECTION 00 43 24
(FOR PRE-BID USE ONLY)
PRE-BID REQUEST FOR INFORMATION
City Of Oroville

Date of Pre-Bid RFI: <u>10/14/22</u>	Bidder Name: <u>Butte Construction Company</u>
Project Name: <u>Centennial Cultural Center</u>	
Project No: _____	

Bidder's Pre-Bid Request for Information (Include references to Drawing Sheet Numbers and/or Sections of the Specifications)

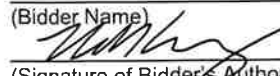
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Additional pages attached by Bidder: Yes No
Number of additional pages attached by Bidder: _____

Response to Bidder's Pre-Bid Request for Information

Additional pages of RFI Response attached: Yes No
Number of additional RFI Response pages attached: _____
Date of RFI Response: _____

Submitted By:
Butte Construction Company

(Bidder Name)


(Signature of Bidder's Authorized Employee, Officer or Representative)

Submittal Date: 10/14/22

Bidder Contact Information:
Nick Carney
(Bidder Contact Name)
530-717-3856
(Phone and Fax)
nickc@butteconstructioncompany.com
(Email Address)

Item 5.



<h3>Contractor Information</h3> <p>Legal Entity Name BUTTE CONSTRUCTION COMPANY</p> <p>Legal Entity Type Corporation</p> <p>Status Active</p> <p>Registration Number 1000039796</p> <p>Registration effective date 07/01/21</p> <p>Registration expiration date 06/30/24</p> <p>Mailing Address 8 SEVILLE CT #100 CHICO 95928 CA United States of A...</p> <p>Physical Address 8 SEVILLE CT #100 CHICO 95928 CA United States of A...</p> <p>Email Address nick@butteconstructioncompany.com</p> <p>Trade Name/DBA BUTTE CONSTRUCTION COMPANY</p> <p>License Number (s) CSLB:1003510 CSLB:1003510</p>	<h3>Registration History</h3> <table border="1"> <thead> <tr> <th>Effective Date</th> <th>Expiration Date</th> </tr> </thead> <tbody> <tr> <td>05/29/18</td> <td>06/30/19</td> </tr> <tr> <td>05/02/17</td> <td>06/30/18</td> </tr> <tr> <td>07/06/16</td> <td>06/30/17</td> </tr> <tr> <td>07/01/19</td> <td>06/30/20</td> </tr> <tr> <td>07/01/20</td> <td>06/30/21</td> </tr> <tr> <td>07/01/21</td> <td>06/30/24</td> </tr> </tbody> </table>	Effective Date	Expiration Date	05/29/18	06/30/19	05/02/17	06/30/18	07/06/16	06/30/17	07/01/19	06/30/20	07/01/20	06/30/21	07/01/21	06/30/24
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Legal Entity Information

Corporation Entity Number:	C3749251
Federal Employment Identification Number:	473020360
President Name:	NICHOLAS T STARNES
Vice President Name:	
Treasurer Name:	
Secretary Name:	
CEO Name:	
 <u>Agency for Service:</u>	

Item 5.

Agent of Service Name: NICHOLAS T STARNES
Agent of Service Mailing Address: 1695 PENDANT PLACE CHICO 95973 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current worker's compensation insurance information below:

PEO Information	PEO Name	PEO Phone	PEO Email

Insured by Carrier

Policy Holder Name: BUTTE CONSTRUCTION COMPANY
Insurance Carrier: Everest Premier Insurance Company
Policy Number: 7600019740191
Inception date: 11/14/20
Expiration Date: 11/14/21



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: AGREEMENT WITH MELTON DESIGN GROUP, INC. FOR DEVELOPMENT OF A FEATHER RIVER PARKWAY MASTER CONCEPTUAL PLAN

DATE: DECEMBER 6, 2022

SUMMARY

The Council will consider approval of the agreement with Melton Design Group, Inc. to provide conceptual design and cost services for the Feather River Parkway, from the Feather River Nature Center & Bath House to Bedrock Park at the east side of Hwy 70 in preparation of a 2023 Statewide Parks Grant application round.

DISCUSSION

The City and community have long desired to see the Feather River parks and trails be better utilized by the community and visitors. The current condition of Bedrock Park and the trail does not present itself at its fullest and highest potential. The City has contracted with consultants in the past to submit grant applications for improvements to Bedrock Park and the Feather River trail but were unsuccessful due segmented property ownership and not having a Master concept plan depicting the final proposed product.

The Feather River Recreation and Parks District (FRRPD) has agreed and approved the transfer of three contiguous parcels to the City of Oroville for \$1.00 each. (see attached). On September 7, 2021, the Council approved the transfer of the parcels from FRRPD to the City. A Memorandum of Understanding for maintenance and upkeep is still active between the City and FRRPD and is currently undergoing updates to meet today's maintenance needs. The MOU will be routinely reviewed and updated as components of the trail are enhanced.

The development of a master plan for this portion of the Feather River is a small segment of a larger recreational footprint that runs the length of the Feather River from the Oroville Dam Spillway, south of Oroville, and out to the Forebay and Afterbay. The Brad Freeman Trail also being a popular recreational trail for mountain bikers and hikers that runs the length of the Feather River and beyond.

Contracting with Melton Design Group, Inc. will provide an opportunity to conduct community outreach to develop a master plan concept to illustrate:

- Renovation of Bedrock Park – Kayak Kiosk,
- Food truck parking in the upper parking lot for weekends and events

- New rentable shade and gathering pavilions at Bedrock Park
- Incorporation of Portland Loo restrooms (to be installed by City)
- Enhanced landscaping and access to swim lagoon area
- Swim Lagoon improvements (in partnership with DWR)
- Renovation of overlook structure (owned by FRRPD)
- Enhance trail surface and accessibility
- Enhanced vegetation along trail
- New ADA walkways for ease of access to the trail and amenities
- New picnic sites along trail

It is anticipated that State of California Statewide Parks Grant programs will release a new round of funding in the spring of 2023. Should this agreement be approved, Melton Design Group proposes to have the final Master Plan completed by May of 2023.

There will be community workshops hosted to gather input from the community to bring the park up to the community's desired recreational and efficiency standards. The proposed renovations will enhance the recreation for residents, create a recreational connection for the Gateway development, and boost tourism.

FISCAL IMPACT

Costs not to exceed \$47,400 for the landscape design agreement with Melton Design Group. The funds will come from the General Fund, Parks 3111-6360 Outside Services and be reimbursed if the grant is awarded.

RECOMMENDATION

1. Authorize and direct staff to execute an Agreement with Melton Design Group in the amount of \$47,400 to provide conceptual design and cost services for the Feather River Parkway, from the Feather River Nature Center & Bath House to Bedrock Park at the east side of Hwy 70 in preparation of a 2023 Statewide Parks Grant application round.

ATTACHMENTS

Proposal and Agreement from Melton Design Group, Inc.



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**LANDSCAPE DESIGN AGREEMENT
MELTON DESIGN GROUP, INC. and CITY OF OROVILLE**

This AGREEMENT, effective as of the 8th day of November 2022' shall be BETWEEN the:

CLIENT: CITY OF OROVILLE
Dawn Nevers
1735 Montgomery Street
Oroville, CA 95965
530-538-2405 / DNevers@cityoforoville.org

AND THE
CONSULTANT: MELTON DESIGN GROUP, Inc. (MDG)
Gregory Melton
Landscape Architect & Planner
820 Broadway Street, Chico, CA 95928
530-899-1616 / Greg@meltondg.com

PROJECT: FEATHER RIVER PARKWAY MASTER PLAN

PROJECT UNDERSTANDING:

Melton Design Group, Inc. is to provide conceptual design and cost services for the Feather River Parkway. The document will be developed to create additional funding opportunities. Project elements include:

- Renovation of Bedrock Park
- Renovation of overlook structure (FRRPD)
- Enhance trail surface and accessibility
- New prefabricated restroom, storage and concession at Bedrock
- Enhanced vegetation planting along trail
- Enhanced landscape and access to lagoon with overlook
- New ADA walkways for ease of access to the trail and lagoon overlook
- New picnic sites identified along trail
- New outdoor, shaded gathering Pavilion at Bedrock Park

We are pleased to have the opportunity for providing these services and assure you of our best professional effort consistent with the normal Standard of Care practiced by Professional Landscape Architects.

TASK 1 – PROJECT LAUNCH and MANAGEMENT December 2022
(Owner-provided Survey dictates start date)

- 1.1 Meet with the Client to discuss the scope of work, design needs and specific desires for the project. Identify a key group of stakeholders to form an Advisory Committee.
- 1.2 Create project design schedule and updates throughout project for all design tasks.
- 1.3 Perform Quality Assurance and Quality Control throughout project.
- 1.4 Engage with Client and Staff to assess needs of community.
- 1.5 Review program of elements, study/discuss all opportunities and constraints to understand the project and prioritize Client’s desires to direct design.

Deliverables:

- Schedule update with milestones and meetings

TASK 2 – SITE ANALYSIS and DATA COLLECTION December 2022 – January 2023

- 2.1 Site Visit and Analysis – onsite and surrounding analysis to confirm existing conditions.
 - Study all site elements, view aerial and conduct a site visit. Use past reports and plans to update the site and Master Plan.
 - Study general grades for site and any existing as-builts or topography to understand the elevation challenges.
 - Confirm utilities and drainage on plans and onsite.
 - Identify all elements onsite that are to remain and to be removed.
 - Obtain all site conditions from sun, wind, views, neighbors, uses, etc.
 - Use existing plans, aerial photos and site survey to develop Base Map.
- 2.2 Research and review all existing info provided by the Client.
- 2.3 Create Base Map of all existing conditions and maps.

Deliverables:

- Site Base with existing conditions provided and developed from site visit and Client-provided survey
- Site Analysis identifying all opportunities and constraints

TASK 3 – SCHEMATIC DESIGN, PROGRAM DEVELOPMENT and COSTS February – April 2023

- 3.1 Create SD Plan Alternatives and Costs then meet with Client to review alternatives. MDG will provide all horizontal design for review and adjustments.
 - Include all elements of proposed program; plan view schematic plan with descriptions and dimensions of all elements.
 - Communicate with Team to gain all aspects of the site.
 - Work with prefabricated metal building vendor for the Pavilion, to be installed by awarded construction Contractor.
 - Provide alternative options for key areas that warrant study.
 - Provide hand-drawn renderings of key site elements.



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- Break out all the costs so we can understand alternatives and optional designs.
- 3.2 Revise and update alternatives and present to Client.
 - Meet with Client to review design for comment and conformance to grants or other projects.
 - Update sketches and color rendering throughout Master Plan process.
 - Provide 3D simulated rendering of key bedrock area with trail and river.
- 3.3 Develop preferred Alternative and Cost and present to Client.
 - Assess design options and concepts and re-assess prioritized elements.
 - Client to provide additional direction and comment.
 - Create project summary and description.
- 3.4 Revise Final Schematic Design and Cost to present and gain approval and create a 11x17 Master Plan booklet.
- 3.5 **Create a final Master Plan – adjust timing based on grants or funding needs May 2023**

Deliverables:

- Prioritized Program
- Schematic Designs with alternatives
- Sketches and Colored Renderings
- Project Summary and description for future grant needs
- Preliminary Costs Estimate
- Final Master Plan, Booklet and Cost

BASIS OF COMPENSATION

TASK 1: PROJECT LAUNCH and MANAGEMENT	\$ 4,500
TASK 2: SITE ANALYSIS and DATA COLLECTION	\$ 5,900
TASK 3: SCHEMATIC DESIGN, PROGRAM DEVELOPMENT and COSTS	\$ 35,000
REIMBURSABLE EXPENSES	\$ 2,000

TOTAL: \$ 47,400

If the project scope changes in a way that could cause the additional work beyond this contract, Landscape Architect will dictate an addendum to Contract and notify Client prior to exceeding the estimate. **Reimbursable expenses are included for deliverables noted above.** Additional Services and reimbursables exceeding expectations shall be billed on an hourly rate / expense basis in accordance with MDG’s Schedule of Rates.

BASIS OF COMPENSATION

Compensation due Consultant for services described in Section 1 shall be a not to exceed fee of **\$47,400**. Charges for Services described in Section 1 shall be billed monthly in proportion to the work completed.



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Client agrees to pay Consultant within thirty (30) days after the date of billing. Payments due Consultant and unpaid under this Agreement shall bear interest on the unpaid balance at a rate of 1.5% per month which is an annual percentage rate of 18%. If payment is not received within forty-five (45) days, Consultant may, at his discretion, stop work until payment is received. For Additional Services, provided under Section 3, compensation shall be on an hourly rates and expense basis in accordance with MDG’s Schedule of Rates. Schedule of Rates to be provided at the time Additional Services are requested.

ADDITIONAL SERVICES

This proposal does not include any construction or permitting drawings. There are no environmental studies, engineering, soil reports, topography or site boundary reports.

MISCELLANEOUS PROVISIONS

1. This proposal will remain valid for the time of 6 months, after which if a contract has not been executed MELTON DESIGN GROUP, INC. reserves the right to revise billing rates and fee amounts.
2. If project is put on hold for 6 months a 5% startup fee will be assessed.
3. This Agreement is construed and governed by the laws of the State of California. The venue for any proceeding brought by either Party with regard to any provision or obligation arising under this Agreement shall be in the County of the filing Party.
4. This Agreement is the entire and integrated agreement between Client and MDG and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and MDG.
5. If any term or provision of this Agreement is held as a matter of law to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect and be enforceable without such provisions, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
6. Neither Client nor MDG shall assign this Agreement without the written consent of the other.
7. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
8. MDG agrees to provide its professional services with its best skill and judgement in accordance with this Agreement; Federal, State and local laws and regulations and the generally accepted Standard of Care for Landscape Architects which are in effect at the time of this Agreement in all ways to further the interest of the Client and project(s). MDG shall furnish the services in an efficient manner and shall use its best efforts to see that the project is completed in conformity with the terms of this Agreement and consistent with the interest of the Client.
9. MDG shall use reasonable efforts to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action and other data supplied to MDG for the project.
10. MDG agrees that its officers and employees do not now have a conflict of interest with respect to any aspect of this Agreement and that MDG, its officers or employees, will not contract for or accept employment for the performance of any work or services with any individual business,



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corporation or government unit that would create a conflict of interest in the performance of services.

11. MDG shall maintain in force throughout the term of this Agreement insurance adequate by industry standards for professional liability and comprehensive general liability to insure against any claim or claims for damage arising in connection with MDG's performance or service provided under this Agreement.
12. Irrespective of any other term in this Agreement, MDG shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another party's errors or omissions or for another party's failure to complete their work or services in accordance with MDG's documents.
13. Both Client and MDG agree to indemnify the other Party; its officers, directors, employees and agents; defend and hold harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except to the extent arising solely from the gross negligence or willful misconduct of either Party.
14. Client and MDG waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. MDG's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against MDG for claims, disputes or other matters in question arising out of or relating to the Project.
15. Neither the Client nor MDG shall have any liability for any negligent act or omission of the other, its employees, officers or agents. In no event shall either Party be liable to the other Party for indirect or consequential loss of or damage to profits, business, revenue, goodwill or anticipated savings suffered by the other Party during the term of this Agreement.
16. To the extent damages are covered by property insurance during construction, Client and MDG waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or MDG, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.
17. Client acknowledges and agrees that proper project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as irrigation equipment may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
18. MDG shall maintain records of costs, expenses and billings pertaining to services performed under this Agreement in accordance with generally accepted accounting standards. Such records shall be available to the Client or the Client's authorized representative at mutually convenient times for a period of at least three (3) years after expiration or termination of this Agreement. Client



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shall have the right to audit and to verify the details set forth in MDG’s billings, certificates and statements, either before or after payment. The terms of this paragraph shall survive any termination of the Agreement.

- 19. If either Party to this Agreement institutes a proceeding in court to enforce any provision of this Agreement, or for damages by reason of any breach of this Agreement, then the Prevailing Party will be entitled to recover from the other Party all costs of the suit, including, without limitation, court costs and such amounts as the court may award as reasonable attorney’s fees and expenses for services rendered to the Prevailing Party during the proceedings.
- 20. MDG shall treat any Client-supplied information or information pertaining to the Client’s business as confidential and shall not disclose any such information to others except as necessary for the performance of this Agreement or as authorized by the Client in writing.
- 21. This Agreement may be amended by written agreement of the Parties.
- 22. This Agreement may be terminated by either party with or without cause, provided the other party is given not less than five calendar (5) days’ written notice of intent to terminate (delivered by certified mail, return receipt requested). Client shall pay MDG the reasonable value of services rendered by MDG or MDG sub-consultants prior to termination.
- 23. Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to:
Landscape Architects Technical Committee
2420 Del Paso Road, Suite 105, Sacramento, CA 95834. (916) 575-7230

Let us know if you have any questions concerning this proposal. If the above meets your approval, please sign and return a copy.

Sincerely,

Greg Melton, President/CEO
Principal Landscape Architect RLA #4217
Melton Design Group, Inc.



2022 SCHEDULE OF RATES

MDG PERSONNEL

Principal Landscape Architect	\$180.00 / hour
Project Manager	\$145.00 / hour
Irrigation Specialist	\$130.00 / hour
Graphic Designer	\$115.00 / hour
Designer/Technician	\$ 95.00 / hour
Administration	\$ 85.00 / hour

REIMBURSABLE EXPENSES

Black & White Copies 8.5 x 11	\$.30 each
Black & White Copies 11 x 17	\$.55 each
Color Copies 8.5 x 11	\$ 1.35 each
Color Copies 11 x 17	\$ 2.50 each
Binding Covers 8.5 x 11	\$ 3.00 each
Binding Covers 11 x 17	\$ 6.00 each
Black & White 24 x 36 Print	\$ 5.40 each
Black & White 30 x 42 Print	\$ 7.88 each
Color 24 x 36 Print	\$28.86 each
Color 30 x 42 Print	\$42.09 each
Premium Color Glossy Plan Print	\$62.50 each
Foam Core 24 x 36	\$13.25 each
Foam Core 30 x 42	\$15.75 each
Flash Drive	\$ 9.00 each
Overnight Mail / Courier	Cost Plus 15%
Photography	Cost Plus 15%
Soils Analysis	Cost Plus 15%
Travel / Automobile	\$.62 per mile

Note: Rates subject to change after one year from agreement start date



I hereby authorize Melton Design Group, Inc. to proceed with the work as set forth in this contract.

Date: _____ By: _____

Print Name: _____

Title: _____

Company: _____

NAME AND ADDRESS WHERE BILLINGS ARE TO BE SENT:

Print Name and Title: _____

Company Project # or Reference Name: _____

Phone #: _____ Email: _____

Mailing Address: _____

State / Zip Code: _____

If more than one recipient for billings, please add Email below.

Email: _____

**All checks are to be mailed to: Melton Design Group, Inc.
820 Broadway Street
Chico, CA 95928**

Billing Questions:
(530) 899-1616
Teresa@meltondg.com





CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: PROJECT TASK ORDERS FOR PROFESSIONAL ENGINEERING AND PLANNING SERVICES WITH STREAMLINE ENGINEERING

DATE: DECEMBER 6, 2022

SUMMARY

The Council may consider approving Task Orders with Streamline Engineering for structural engineering of two City facility improvement projects.

DISCUSSION

On February 2, 2022, the City Council approved a professional services agreement with Streamline Engineering, a qualified professional structural engineering firm, to provide professional commercial structural engineering and design services to support the City's numerous facility improvement projects.

While the City has an engineering division and is currently contracted with other consulting firms for as-needed civil engineering services, the need for further assistance with structural engineering of existing and new facility projects, is immediate.

Contracting with Streamline Engineering has proven valuable with the successful completion Public Safety Facility improvement project..

Staff has budgeted for Streamline Engineering services in the 2022/23 fiscal year and below is the breakdown for each budgeted project.

Kayak Kiosk	\$7,400
Convention Center (2 parts)	\$25,500
Total	\$32,900

FISCAL IMPACT

For the Convention Center ADA Compliance improvements, Council has approved the use of CDBG-PI funds.

For the Kayak Kiosk, appropriations are available in the Capital Improvements Fund 302.

RECOMMENDATION

Authorize approval of Task Orders with Streamline Engineering for the structural engineering and design of the Kayak Kiosk and the Oroville Convention Center ADA Improvements.

ATTACHMENTS

- Task Order 4880.1 - Kayak Kiosk
- Task Order 4610.2 – Convention Center ADA Compliance



INVOICE FOR PROFESSIONAL SERVICES

Streamline Engineering, Inc. Tax E.I.N.: 20-5881509

CLIENT: City of Oroville
1735 Montgomery St.
Oroville, CA 95965
Att: Dawn Nevers

DATE: November 11, 2022

STREAMLINE INVOICE NUMBER: 4880.1 (Oroville Kayak Shack)

SCOPE OF WORK: Provide site visit, building design, and construction drawings with structural engineering for proposed new wood framed kayak rental building to be permitted to the 2019 California Building Code (The City must turn plans in for permit before 1/01/23).

ESTIMATE: \$7,400.00

SERVICES RENDERED from 06-01-2022 thru 10-26-2022:

Initial Site Visit	\$350.00
Design and drafting for preliminary floor plan 8 hrs. @ \$125.00 / hr.	\$1,000.00
Review and coordination of plan 2.5 hrs. @ \$175 / hr.	\$437.50

BALANCE DUE NOW: THANK YOU	\$1,787.50
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Please make check payable to "Streamline Engineering, Inc."

Mail or deliver payment to:

Streamline Engineering, Inc.
2571 California Park Drive, Ste. 210
Chico, CA 95928

Please note: **All invoices are due in full upon receipt.** Streamline reserves the right to remove signature of approval from all documents if not paid for services rendered.



INVOICE FOR TASK ORDER

Streamline Engineering, Inc. Tax E.I.N.: 20-5881509

CLIENT: City of Oroville **DATE:** November 14, 2022
1735 Montgomery St.
Oroville, CA 95965 Att: Dawn Nevers

STREAMLINE INVOICE NUMBER: 4610.2 (Convention Center ADA Compliance)

SCOPE OF WORK: Provide construction drawings for permitting with structural engineering as needed for improved ADA Access at men’s and women’s bathroom, changing room, and the main stage of the Convention Center. Also includes improved ADA access at main entry with a new shade structure over the entry and architectural improvements to the front entry.

COST ESTIMATE: \$25,500.00

(This estimate does not include costs for mechanical, electrical, or plumbing plans by others.)

SERVICES RENDERED:

Unpaid Invoice 4610.1 (Charges through 10-21-22) \$16,650.50

Revise Design for ADA access per plan check:

Drafting 10/22/22 through 11/14/22 (24.5 hrs @ \$125/Hr.) \$3,062.50
Design and Structural Engineering (1.5 hrs. @ \$175/Hr.) \$262.50

BALANCE DUE NOW: THANK YOU \$19,975.50

Mail or deliver check payable to “Streamline Engineering” to:
Streamline Engineering, Inc.
2571 California Park Drive, Ste. 210
Chico, CA 95928

Please note: **All invoices are due in full upon receipt.** Streamline reserves the right to remove signature of approval from all documents if not paid for services rendered.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND MEMBERS OF THE COUNCIL
FROM: MATT THOMPSON, ACTING CITY ENGINEER
RE: T.O. #6 – PSA OROVILLE RESCUE MISSION PALLET SHELTERS
DATE: DECEMBER 6, 2022

SUMMARY

The Council may consider directing Staff to issue Task Order #6 (TO #6) to W Gilbert Engineering to provide surveying, design, and bid documents for the construction of street improvements, sewer facilities, and drainage facilities at the Oroville Rescue Mission associated with installation of pallet shelters and other housing accoutrements.

DISCUSSION

The City and the Oroville Rescue Mission propose to cooperate in the development of a pallet shelter site. Staff proposes to issue TO #6 to W. Gilbert Engineer to provide surveying, design, and bid documents for the improvement of exterior access.

FISCAL IMPACT

Per the attached proposal W. Gilbert Engineering will provide their services for \$34,680.00.

RECOMMENDATION

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

ATTACHMENTS

TO #6

TASK ORDER #6
FOR PROFESSIONAL SERVICES

This Task Order is made and entered into as of _____, 2022, by and between the City of Oroville (“City”) and W. G. Civil Engineers, Inc. dba W. Gilbert Engineering, an “S” corporation (Consultant”).

RECITALS

- A. The Consultant is licensed, trained, experienced and competent to provide Professional Services for as required by this Task Order, specifically to prepare a drainage study; and
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Task Order on the terms and conditions described herein.
- C. City desires the Consultant to render professional services as set forth in this Task Order and in accordance with City Contract Number 3346 between the City and the Consultant.

TASK ORDER

- 1. Scope of Services. The Consultant shall complete all services in a professional manner. Consultant shall complete the services described in Consultant’s proposal attached as Exhibit “A” which is incorporated herein by reference.
- 2. Time of Performance. The services of Consultant shall commence upon execution of this Task Order 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 set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed the amount of \$ 34,680.00 without additional written authorization from the City. Payment by City under this Task Order 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, a description of any reimbursable expenditures, the contract number, and the Task Order number. 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 Task Order, 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 Task Order. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Task Order 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 Task Order, 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 Task Order 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 Task Order ("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 Task Order. 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 Task Order 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 Task Order 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 Task Order. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Task Order. 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 Task Order 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 Task Order.

- b. Consultant shall maintain all documents and records which demonstrate performance under this Task Order for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Task Order.
 - c. Any records or documents required to be maintained pursuant to this Task Order 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 Task Order.
 - 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 Task Order 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 Task Order. 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 Task Order 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 Task Order. All work performed by Consultant under this Task Order 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 Task Order, 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 Task Order or its failure to comply with any of its obligations contained in this Task Order, 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, Incorporation and Conflicts.** Consultant, at Consultant's own cost and expense, shall procure and maintain insurance, for the duration of the Task Order, as required under Contract Number 3346 between the City and the Consultant. The terms of Contract Number 3346 between the City and the Consultant are incorporated by reference as if fully set forth herein. To the extent that any conflict exists between Contract Number 3346 and this Task Order, the terms of Contract Number 3346 shall control.
18. **Notices.** Any notice required to be given under this Task Order 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: **Wesley E. Gilbert, P.E.
140 Yellowstone Drive #110
Chico, CA. 95973**
19. **Entire Task Order.** This Task Order constitutes the complete and exclusive statement of agreement between the City and Consultant for this Task Order. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Task Order in regard to professional services specifically provided under this Task Order. Other task orders issued to the Consultant by the City under Contract Number 3346 stand alone and are unaffected by this Task Order.

20. Amendments. This Task Order 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 Task Order is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Task Order 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 Task Order 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 Task Order 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 Task Order shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Task Order.
23. Severability. If any term or portion of this Task Order is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Task Order shall continue in full force and effect.
24. Controlling Law Venue. This Task Order and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to

this Task Order 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 Task Order commences any legal action against the other part arising out of this Task Order, 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 Task Order 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 Task Order, it shall not be necessary to produce or account for more than one such counterpart.
27. Authority to Enter Task Order. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Task Order. Each party warrants that the individuals who have signed this Task Order have the legal power, right, and authority to make this Task Order 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 Task Order. 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 Task Order. For breach or violation of this warranty, City shall have the right to rescind this Task Order without liability. For the term of this Task Order, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Task Order, 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 Task Order to be executed on the date first written above.

CITY OF OROVILLE

CONSULTANT

By: _____
Bill LaGrone, City Administrator

By: _____
Wes Gilbert, President
W. G. Civil Engineers, Inc.
dba W. Gilbert Engineering,
an "S" corporation

APPROVED AS TO FORM:
By: Scott E. Huber, City Attorney
Standard Task Order Form January 26, 2021

Attachment: Exhibit A - Consultant Scope and Fee



November 23, 2022

City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Attn: Dawn Nevers, Assistant Community Development Director

Subject: Proposal for Professional Services
Oroville Rescue Mission Pallet Shelter

Dear Dawn:

W Gilbert Engineering (WGE) is pleased to present you with this proposal for professional services for the Oroville Rescue Mission Pallet Shelter Project located at 4248 Lincoln Boulevard (APN 035-200-034).

Upon receipt of an executed task order, WGE will provide the following scope of work:

Task A – Topographic Surveys:

Using conventional and GPS field surveying services and aerial photography, WGE will locate, and map existing site improvements, ground elevations (on-site and along old railroad right of way to the north of the project site), street improvements, sanitary sewer improvements and storm drain facilities that will include, but not be limited to the following items:

Task B – Site Improvement Plans:

Site improvement plans will include, but not limited to the following:

- Dimensioned site plan.
- Demolition plan.
- Finish site and pad grades.
- Storm drain inlets, collection system and detention/retention.
- Sanitary sewer improvements in accordance with LOAPUD standards.
- ADA accessibility improvements, as needed.
- Prepare special provisions, quantity estimates and engineer's estimate to include in the bid documents.

EXHIBIT A

Draft plans will be submitted to City staff and LOAPUD for review and comment. Once comments are received, final "construction-ready" plans will be prepared and submitted to City staff and LOAPUD for review and signature.

Task C – Storm Drain Study:

In conjunction with the Elgin-Ft. Wayne Drainage Study, WGE will prepare mapping and calculations to address the existing drainage improvements and provide recommendations for improvements to mitigate existing flooding in Flood Zone A as shown on FIRM Panel 0985E dated January 6, 2011.

Compensation:

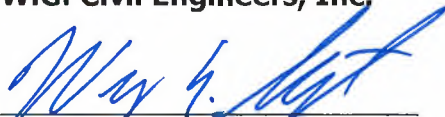
Compensation for services described above will be billed hourly not to exceed the following amounts:

Task A – Topographic Surveys	\$6,860.00
Task B – Site Improvement Plans	\$12,680.00
Task C – Storm Drain Study	\$15,140.00
Total	\$34,680.00

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

Sincerely,

W.G. Civil Engineers, Inc.



Wesley E. Gilbert, P.E.
R.C.E. 31689
President, W.G. Civil Engineers, Inc.
dba W. Gilbert Engineering

Enclosures: Proposed staff hours and costs
Fee Schedule

EXHIBIT A

Task A - Topographic Surveys:

	Hrs	Rate	Total	Task Totals
1 Field surveys				
Principal	2	\$ 140	\$ 280	
Associate Civil Engineer	2	\$ 130	\$ 260	
Survey Crew	24	\$ 155	\$ 3,720	\$ 4,260
2 Topographic mapping				
Principal	1	\$ 140	\$ 140	
Assistant Engineer	4	\$ 120	\$ 480	
Engineering Technician III	12	\$ 90	\$ 1,080	
Engineering Technician I	12	\$ 75	\$ 900	
				<u>\$ 2,600</u>
			Task A	\$ 6,860

Task B - Site Improvement Plans:

1 Site Improvement Plans				
Principal	24	\$ 140	\$ 3,360	
Associate Civil Engineer	32	\$ 130	\$ 4,160	
Assistant Engineer	32	\$ 120	\$ 3,840	
Engineering Technician III	8	\$ 90	\$ 720	
Engineering Technician I	8	\$ 75	\$ 600	\$ 12,680
				<u>\$ 12,680</u>
			Task B	\$ 12,680

Task C - Storm Drain Study:

1 Mapping and Calculations				
Principal	4	\$ 140	\$ 560	
Associate Civil Engineer	16	\$ 130	\$ 2,080	
Assistant Engineer	16	\$ 120	\$ 1,920	
Engineering Technician III	8	\$ 90	\$ 720	
Engineering Technician I	8	\$ 75	\$ 600	\$ 5,880
2 Report Preparation				
Principal	40	\$ 140	\$ 5,600	
Associate Civil Engineer	12	\$ 130	\$ 1,560	
Assistant Engineer	12	\$ 120	\$ 1,440	
Engineering Technician III	4	\$ 90	\$ 360	
Engineering Technician I	4	\$ 75	\$ 300	\$ 9,260
				<u>\$ 9,260</u>
			Task C	\$ 15,140
			Project Total	\$ 34,680

EXHIBIT A



W. GILBERT ENGINEERING
Civil Engineering / Land Surveying

140 Yellowstone Drive, Suite 110 • Chico, CA 95973

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

www.wgilbertengineering.com

FEE SCHEDULE

January 1, 2022, through December 31, 2022

Principal.....	\$140.00/hour
Associate Civil Engineer.....	\$130.00/hour
Assistant Engineer.....	\$120.00/hour
Engineering Tech III.....	\$90.00/hour
Engineering Tech II.....	\$75.00/hour
Engineering Tech I.....	\$65.00/hour
Clerical.....	\$50.00/hour
Survey Crew w/ Truck & Total Station.....	\$155.00/hour
Survey Crew w/Truck & Total Station (Prevailing Wage Rate).....	\$260.00/hour
SWPPP Inspections, Monitoring, Sampling.....	\$65.00/hour
Mileage within Butte County.....	No cost
Mileage outside Butte County.....	\$0.75/mile

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

Bond Copies:

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

Color Copies:

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

Mylar/Vellum Copies:

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

EXHIBIT A

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: CITY COUNCIL

**FROM: DAWN NEVERS, ASST. DIRECTOR OF COMMUNITY DEVELOPMENT
AND HEATHER MCCAFFERTY, CULTURAL FACILITES CURATOR**

RE: DONATIONS TO THE C.F. LOTT HOME

DATE: DECEMBER 6, 2022

SUMMARY

The City Council may consider acknowledging the receipt of a collection of various items to the C.F. Lott Home.

DISCUSSION

The City recently received a donation containing:

- 1 Staffordshire Flatback Spill Vase circa 1840
- 1 Gaudy Welch Cup and Saucer with Imari Pattern
- 1 Gaudy Welsh Imari Pattern Biscuit barrel with metal lid and handle
- 1 Gaudy Welse Serpent handle pitcher with Imari pattern

The donations have been reviewed by Dawn Nevers, Asst. Community Development Director, Heather McCafferty, Cultural Facilities Curator and David Dewey, President of the Docent Association, and have been deemed acceptable to add to the collection. This collection of antique porcelain items are in compliance with Museum Policies & Procedures which calls for items accepted and placed in the C.F. Lott Home from the appropriate time period and, “should be limited to the lifetime of Judge C.F. Lott, with particular emphasis on the years 1849-1918.” The earthenware objects in this collection are period correct to mid to late 19th century and would be in use by families of that era for activities of daily life. The donated items can be used for display in Lott Home display cabinets or included in the home in the appropriate locations where the items would be found for use.

Included in this collection are Gaudy Welch dishware for the service of tea and cookies. Gaudy Welsh first appeared around the late 1820’s as a “working class” chinaware that was created to serve the needs of an emerging middle class born from the industrial era. The items were decorated with distinctive colors of orange, dark and light greens, intense cobalt used along with gold lustre. Gaudy Welch pottery was made between 1820-1920s and produced in several pottery making regions of Britain including South Wales, the North East (Sunderland, Newcastle and Middlesbrough), the South West (Bristol) and in

the Staffordshire Potteries. The majority of the ware was produced in Staffordshire.

The Staffordshire Flatback Spill Vase, circa 1840, would have been used in the mid-19th century when the Lott Family first came to the area. Spill Vases held tapers or "spills", which were thin wooden sticks or tightly curled strands of paper used to transfer flames to light candles, fireplaces, or tobacco smoking pipes. These were used until cost effective matches were manufactured in the late 19th century. Staffordshire wares were made by a number of different potteries in the Staffordshire, England region beginning in the early 17th century due to the local availability of clay, salt, lead and coal for firing them. became a center of ceramic production in the early 17th century, due to the local availability of clay, salt, lead and coal. There are still a handful of potteries producing earthen ware in the area today.

FISCAL IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

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

ATTACHMENT(S)

Donation Object History Form

Deed of Gift

Photos

City of Oroville Museums
Department of Parks & Trees

Deed of Gift

Accession Number: ⁰⁰¹ L42022-00000

Donor: Ann Chamberlain Phone: 530-533-6835

Address: 189 Valley View Dr Oroville CA

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

~~see attached~~

- 1 Staffordshire Flatback Spill vase
- 1 Gaudy Welch Cupt Saucer
- 1 Gaudy Welch Imani Pattern Biscuit Barrel

1 Gaudy Welch Serpent Handle Pitcher w/ Imani Pattern

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

see attached

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

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

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

Signature of Donor Ann Chamberlain

Date 9-14-2022

Accepted by [Signature]

Date 11/23/2022

Donation Object History Form (2 pages)

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

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

Donor Name: Ann Chamberlain Phone: 530-533-6835

Address: 189 Valley View Dr City: Orville State: CA Zip: _____

Object Name: Staffshire Spillvase and Gaudy Welsh Dishware

This box to be filled out by Museum Staff
Accession Number: 2022-001 Catalog Number: 20220001

1. How did the object come into their possession? Was it:

A. In the family?

I. What was the family name?

II. What was the family relationship to the donor?

III. Where did the family live?

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

B. Purchased?

I. From whom? Ann Chamberlain purchased these items.

II. Where? _____ When? _____

III. How much was paid? _____

IV. Why was it purchased? (Gift, everyday use, collectors item, etc.)

C. Given to donor?

I. When? _____ Where? _____

II. By whom? _____

III. What was the relationship to the donor?

IV. Why was it given?

D. Found?

I. When? _____ Where? _____

II. Any unusual circumstances surrounding the find?

2. Use of the object:



Staffordshire
Spill vase





Gaudy Welch

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: CITY COUNCIL

**FROM: DAWN NEVERS, ASST. DIRECTOR OF COMMUNITY DEVELOPMENT
AND HEATHER MCCAFFERTY, CULTURAL FACILITES CURATOR**

RE: DONATIONS TO THE CHINESE TEMPLE

DATE: DECEMBER 6, 2022

SUMMARY

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

DISCUSSION

The City recently received a donation containing:

- 1 white soapstone carving of ShouXing, the Star God of Longevity.
- 3 soapstone carvings (1 ink brush wash and 2 vases with peach and leaves)
- 1 blue and white ginger jar with lid and stand
- 1 God of Longevity figure carved from buffalo or Ox horn with stand
- 1 wood carving of the Star God of Longevity
- 1 wooden statue of Guan Yin, Goddess of Mercy, holding a ruyi scepter, “ruyi” means “as you wish,” so she is granting your wish.
- Jade or Soapstone cup with double handles, lid and stand
- Soapstone carving of a man with sheep on stand

The donations have been reviewed by Dawn Nevers, Asst. Community Development Director, Heather McCafferty, Cultural Facilities Curator and Ann Chamberlain, Lead Docent of the Chinese Temple, and have been deemed acceptable to add to the interpretive education collection. This collection is in compliance with Museum Policies & Procedures which calls for items accepted and placed in the Chine Temple that would be suitable for display, for use to augment displays or for interpretive education be accepted. These items are from the mid-20th century and are considered “souvenir” art. Because they are not valuable or rare, these items would be good for a museum in a box project, for hands on learning opportunities, or for display for educational purposes.

FISCAL IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

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

ATTACHMENT(S)

Temporary Receipt Form
Deed of Gift
Photos

To Heather McCafferty

City of Oroville Museums
Department of Parks & Trees

Deed of Gift

Donor Name: DONNA FREELAND

Phone: (530) 514-4806 Email: dfreeland37@yahoo.com

Address: 370 WHITE SANDS DRIVE
VACAVILLE, CA. 95687

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

- 1 Jade Statue of a man (soapstone)
- 3 Soapstone carvings
- 1 Blue + white ginger jar w/lid and stand
- 1 carved horn w/stand

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

- 1 wooden immortal
- Jade cup w/lid + stand (soapstone or Jade)
- Jade man w/sheep on stand (soapstone)

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

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

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

Signature of Donor Donna Freeland Date 8/13/22

Accepted by _____ Date _____

CITY OF OROVILLE Museums
DEPARTMENT OF PARKS AND TREES
TEMPORARY RECEIPT

Accession Number: CT 2022.002

The following object(s) are submitted to the City of Oroville Parks Commission for consideration of donation to the collection of _____. Evaluation will be made with consideration of the relevance of the object(s) to the Scope of Collections policy statement and acquisitions criteria of _____. The Parks Commission cannot guarantee that any objects by donation will be displayed or exhibited in the museum. No employee of the City of Oroville can undertake to appraise or attach a value to any object.

Received from Donna Freeland

Phone: Cell 530-514-2866

Address: 120 JARVIS HILL LANE Oroville, CA 95966

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

- 1 JADE STATUE / LARGE WOODEN - IMMORTAL
- 3 SOAPSTONE CARVINGS JADE CUP AND STAND
- 1 BLUE-WHITE GINGER BAR JADE MAN ON STAND
- 1 CARVED HORN
- 1 WOODEN QUANYIN

It is understood that the above object(s) are on temporary loan to the Oroville Parks Commission for purposes of evaluation. In the event that the Commission does not accept this object(s) the object(s) must be removed from the Museum within 30 days of notification. Any object not removed by this deadline shall automatically become the property of the City of Oroville and shall be subject to disposal.

Final acceptance or rejection of this gift will be made at the next meeting of the Oroville Parks Commission, on _____.

The Museum shall exercise the same care with respect to the object(s) covered by this receipt as it does with respect to its own property of similar kind or nature, however, object(s) left for consideration to the collection are left at your own risk.

The object(s) will be returned to the donor/authorized agent, upon surrender and signature of this receipt. If object(s) are not accepted into the collection of the Museum, do you want the object(s) returned?

YES, return the object(s) *unless they can be used for which receipt for. educ. collectn* NO, do not return the object(s). Disposition to be appropriate.

I have read and agreed to the conditions stated:

Donor: Donna L. Freeland

Date: 8/20/22

Received by: _____

Date: _____









**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: CITY COUNCIL

**FROM: DAWN NEVERS, ASST. DIRECTOR OF COMMUNITY DEVELOPMENT
AND HEATHER MCCAFFERTY, CULTURAL FACILITES CURATOR**

RE: DONATIONS TO THE PIONEER HISTORY MUSEUM

DATE: DECEMBER 6, 2022

SUMMARY

The City Council may consider acknowledging the receipt of a collection of various items to the Pioneer History Museum.

DISCUSSION

The City recently received a donation containing:

- 1 Christening Gown and 1 pair of baby shoes belonging to Leona Hadley, from 1905. The gown made by her mother Estelle Chase Hadley.
- 1 Wedding Dress from August 25, 1929 wedding of Leona Evelyn Hadley, Vernon Denton Chamberlain
- 1 Wedding dress from September 23, 1951 Dorothy Ann Chaimberlen, Edward Raymond Schneegas.
- 1 Bridesmaid dress from September 1951 Marie Chaimberlen Kenny, sister of Dorothy and daughter of Leona Hadley
- 1 B & W photograph of Leona and Vernon Chaimberlen's 1929 wedding in front of the First Congregational Church in Oroville.
- 1 B & W photograph of Dorothy and Edwar Schneegas 1951 wedding in front of the First Congregational Church in Oroville.

The donations have been reviewed by Dawn Nevers, Asst. Community Development Director, Heather McCafferty, Cultural Facilities Curator and David Dewey, Lead Docent of the Pioneer History Museum, and have been deemed acceptable to add to the collection. This collection of clothing and wedding dresses are in compliance with Museum Policies & Procedures which calls for items accepted and placed in the Pioneer History Museum to be in the geographical boundaries of the original Butte County/Oroville area and appropriate time period, limited to the Nineteenth Century (1800-1899) with the exception of Early Twentieth Century (1900-1945) of historically significant aspects that define the unique character and development of Butte County / Oroville area. Included in this collection are garments marking important days in the lives women from the community of Oroville at the turn of the century into the middle of the 20th century. The

photos included with the gift provide a window into the past and show the continuity of 2 generations of women from a local family on their wedding day, both at the First Congregational Church in Oroville. The family's history in the area includes gold mining, olives, oranges, lumber and education.

FISCAL IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

Acknowledge receipt of the donations for the Pioneer Museum and recommend that the City Council accept the donations.

ATTACHMENT(S)

Donation Object History Form
Temporary Receipt Form
Deed of Gift
Photos





CITY OF OROVILLE Museums
DEPARTMENT OF PARKS AND TREES
TEMPORARY RECEIPT

Tracking Number: _____

Accession Number: DM2022-00025-1
(Permanently assigned upon approval of donation)

The following object(s) are submitted to the City of Oroville Parks Commission for consideration of donation to the collection of Lott Mansion. Evaluation will be made with consideration of the relevance of the object(s) to the Scope of Collections policy statement and acquisitions criteria of the City of Oroville. The Parks Commission cannot guarantee that any objects by donation will be displayed or exhibited in the museum. No employee of the City of Oroville can undertake to appraise or attach a value to any object.

Received from: Ann Schmeegas, Marie Kenny Phone: 530-802-0248, 530-312-2471

Address: 26 Tutuist Chico, Ca 95928 City/Zip: Chico, CA 95928
2 Laguna Point Road Chico, CA 95928

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

Wedding dress Aug 25, 1929 Leona Evelyn Hadley, Vernon Denton Chamberlen
Wedding dress Sept. 23, 1951 Dorothy Ann Chamberlen, Edward Raymond
Bridesmaid dress Sept 1951 Marie Chamberlen Kenny Schmeegas
Leona Chamberlen's Christening gown 1905 - made by her mother Estelle Chase Hadley

It is understood that the above object(s) are on temporary loan to the Oroville Parks Commission for purposes of evaluation. In the event that the Commission does not accept this object(s) the object(s) must be removed from the Museum within 30 days of notification. Any object not removed by this deadline shall automatically become the property of the City of Oroville and shall be subject to disposal.

Final acceptance or rejection of this gift will be made at the next meeting of the Oroville Parks Commission, on _____.

The Museum shall exercise the same care with respect to the object(s) covered by this receipt as it does with respect to its own property of similar kind or nature, however, object(s) left for consideration to the collection are left at your own risk.

The object(s) will be returned to the donor/authorized agent, upon surrender and signature of this receipt. If object(s) are not accepted into the collection of the Museum, do you want the object(s) returned?

[X] YES, return the object(s) [] NO, do not return the object(s). Disposition to be appropriate.

I have read and agreed to the conditions stated:

Donor: Dorothy Ann Schmeegas Marie Kenny Date: April 11, 2022

Received by: _____ Date: _____

Donation Object History Form (2 pages)

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

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

Donor Name: Ronny Ann Chamberlain Schrago Phone: 530-842-9248
 Address: 2111 E. Main Street, Chico, CA 95928
 Object Name: 1 Wedding dress, 1 Bridesmaid dress, 1 Christening dress

This box to be filled out by Museum Staff

Accession Number: _____ Catalog Number: _____

I. How did the object come into their possession? Was it:

A. In the family? yes

I. What was the family name?

Chase, Hadley, Chamberlain

II. What was the family relationship to the donor?

daughters, sisters, selves

III. Where did the family live?

Oroville, Thermalito, Feather Falls

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

Gold Mining mines, oranges, Lumber, Education

B. Purchased?

I. From whom?

White House - San Francisco When? 1929

III. How much was paid? \$25.⁰⁰

IV. Why was it purchased? (Gift, everyday use, collectors item, etc.) for the wedding

C. Purchased Given to donor?

I. When? 1951 Where? White House - San Francisco

II. By whom? price - \$75.00

III. What was the relationship to the donor?

IV. Why was it given? purchased? for the wedding

D. Found?

I. When? Inherited Where? _____

II. Any unusual circumstances surrounding the find?

Donation Object History Form, Page 2 of 2

2. Use of the object:

- a. How was the object used? (Describe action: ex. "John held it in his left hand and pumped it with his foot.") *1929 wedding dress, Married in First Congregational Church in Oroville.*
- b. Who used or wore the object? *1951 wedding dress, Congregational Church in Oroville. Scepter of home. Bridesmaid in same wedding.*
- c. When was it used? (Every day/holidays/ in the winter, spring, etc/ during a certain time period/ for a certain situation) *None wore the christening gown in 1905. Made by her mother Estelle Chase Hickey. Worn at christening and three weddings.*
- d. Where was it used? (Exact locations - In kitchen/ in barn/ in California) *All were worn in the Congregational Church.*
- e. What did its use signify? *A christening and two weddings. The bridesmaid dress was worn twice, at the wedding*
- f. Why has this object survived or been saved? *of Lynn Chamberlain - Ed Schmegeles and Joyce Matkin Walsh. Antiquarian and historical value*

3. Manufacture of the object:

- a. Who made it? *The christening gown was made by the baby's mother Estelle Chase Hickey. The others were from store.*
- b. When was it made? *1905, 1951*
- c. Where was it made? *Oroville and ?*
- d. Why ^{were these} was it made? *To christen a baby and for three weddings.*
- e. How does it / did it work?
- f. Who altered or repaired it? *Yes*
- g. When was it altered or repaired? Where? *no alterations or repairs.*
- h. Why was it altered or repaired? *never*

4. Are there any photographs of the object?

- a. Showing use of location? *Yes, photos of wedding dresses bridesmaid dress*
- b. Related photos of people or places? *In 1929 wedding Fred Decker, ^{Hermig} Carlene, Axel, and Sonny were attendants all from Oroville.*

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

Lionel's great-grandson, David Schmegeles, wore the christening gown for photos.

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

- a. Oroville History *Joyce Matkin Walsh who taught in Oroville schools asked Marie Chamberlain to wear the same bridesmaid dress she wore in the wedding of her sister Lynn Schmegeles.*
- b. Butte County History *Marie wore the same bridesmaid dress for two weddings, both in the Congregational Church.*
- c. California History
- d. United States History
- e. World History



City of Oroville Museums
Department of Parks & Trees

Deed of Gift

Accession Number: PM2022.001
(Permanently assigned upon approval of donation)

Donor: Marc Kenney Phone: 530-312-2471
Address: 875 Sophia Lane Jacksonville, OR 97530

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

- 1 Christening Gown (owned by Leona Hadley)
 - 1 pair of baby shoes
 - 2 wedding dresses (1 owned by Leona Hadley, 1 owned by Dorothy Chamberlain)
 - 1 Bridesmaid dress (owned by Marie Chamberlain)
 - 2 B+W photographs (one from 1929 wedding of Leona Chamberlain, one from 1957 wedding of Dorothy Chamberlain)
- Description of Item(s): (continue on back)

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

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

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

Signature of Donor: Dorothy Chamberlain Marie Kenney Date October 22, 2022
Accepted by: [Signature] Date 10/19/22



CITY OF OROVILLE STAFF REPORT

TO: OROVILLE CITY COUNCIL

FROM: LIZ EHRENSTROM, HUMAN RESOURCE MANAGER

RE: CONSIDER AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KOFF & ASSOCIATES TO CONDUCT A CITYWIDE COMPENSATION STUDY

DATE: DECEMBER 6, 2022

SUMMARY

The Council may consider and approve the professional services agreement between the City of Oroville and Koff & Associates to conduct a citywide compensation study.

On November 1, 2022, the City Council approved and authorized moving forward with the proposal from Koff & Associates to conduct a citywide compensation study.

The Professional Services Agreement is attached for your consideration and approval. This is the City's standard contract for services. Staff recommends approval.

FISCAL IMPACT

The compensation study will not exceed \$36,925, which was set aside in this year's Human Resource budget under outside services, account number 1501-6360.

RECOMMENDATION

Adopt Resolution No. 9116 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH KOFF AND ASSOCIATES TO CONDUCT A CITYWIDE COMPENSATION STUDY.

ATTACHMENTS

Resolution No. 9116
Koff & Associates Professional Services Agreement A-3438
Koff & Associates Proposal

**CITY OF OROVILLE
RESOLUTION NO. 9116**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OROVILLE AND KOFF & ASSOCIATES

(Agreement No. 3438)

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

- 1. The Mayor is hereby authorized and directed to execute a Professional Services Agreement between the City of Oroville and Koff & Associates. A copy is attached hereto as Exhibit "A".
- 2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on December 6, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Charles Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Assistant City Clerk, Jackie Glover

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of December 6, 2022, by and between the **City of Oroville** (“City”) and Koff & Associates (“Consultant”).

RECITALS

- A. The Consultant is specially trained, experienced, and competent to provide city-wide total compensation study services relating to the completion of a full compensation study 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 furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit “A” which is attached hereto and incorporated herein by reference.
- 2. Time of Performance. The services of Consultant shall commence upon execution of this Agreement and shall continue until the Project is completed to the satisfaction of the City.
- 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Fee Schedule set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. **In no event shall Consultant’s compensation exceed the amounts of \$36,925 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 its 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 "B" 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: Bill LaGrone, City Administrator
City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897

If to Consultant: Koff & Associates
2835 Seventh St.
Berkeley, CA 94710

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: _____
Charles Reynolds, Mayor

By: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Bill LaGrone, Acting City Clerk

Attachments:

- Exhibit A – Koff & Associates - Proposal to Conduct a Compensation Study
- Exhibit B - Insurance Requirements



Koff & Associates
A Gallagher Company

October 12, 2022

Compensation Study Proposal

City of Oroville

KOFF & ASSOCIATES, A GALLAGHER COMPANY

GEORG S. KRAMMER

Managing Director, Compensation and Rewards Consulting

2835 Seventh Street
Berkeley, CA 94710
www.KoffAssociates.com

gkrammer@koffassociates.com

Tel: 510.658.5633

Fax: 510.652.5633

October 12, 2022

Ms. Liz Ehrenstrom
Human Resources Manager
1735 Montgomery St.
Oroville, CA 95965

Dear Ms. Ehrenstrom:

Thank you for the opportunity to respond to your Request for Proposals for a **Total Compensation Study** for the **City of Oroville** ("City"). We are most interested in assisting the City with this important study and feel that we are uniquely qualified to provide value to your organization based on our experience working with other cities, counties, special districts, joint-powers associations, and other public agencies, including several clients in Butte County.

Koff & Associates, now a Gallagher company, is an experienced Human Resources and Recruitment Services firm providing human resources services to cities, counties, special districts, courts, educational institutions, and other public agencies for 38 years. The firm has achieved a reputation for working successfully with management, employees, and governing bodies. We believe in a high level of dialogue and input from study stakeholders and our proposal speaks to that level of effort. Our firm's extra effort has resulted in close to *100% implementation* of all of our classification and compensation studies.

Koff & Associates ensures that each of our projects is given the appropriate resources and attention, resulting in a high level of quality control, excellent communication between clients and our office, commitment to meeting timelines and budgets, and a consistently high-caliber work product.

As a Managing Director of Koff & Associates, Katie Kaneko would assume the role of Project Director and be responsible for the successful completion of project. We can be reached at our Berkeley address and the phone number listed on the cover page. Katie's email is kkaneko@koffassociates.com and my email is gkrammer@koffassociates.com.

This proposal will remain valid for at least 90 days from the date of submittal. Please call if you have any questions or wish additional information. We look forward to the opportunity to provide professional services to the **City of Oroville**.

Sincerely,



Georg S. Krammer
Managing Director, Compensation and Rewards Consulting



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FIRM QUALIFICATIONS

Koff & Associates (“K&A”) is a full-spectrum, public-sector human resources and recruitment services firm that was founded in 1984 by Gail Koff; K&A has been assisting cities, counties, special districts, other public agencies, and non-profit organizations with their human resources needs for 38 years.

As of April 30, 2021, we are in the process of merging with Arthur J. Gallagher and are now officially a Gallagher Division. Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, the Sacramento Region, and the Western Region.

We are familiar with the various public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. We have extensive experience working in both union and non-union environments (including service as the management representative in meet & confer and negotiation meetings), working with City Councils, County Commissions, Boards of Directors, Boards of Supervisors, Boards of Trustees, Merit Boards, and Joint Power Authorities.

The firm’s areas of focus are classification and compensation studies (approximately 70% of our workload); executive search and staff recruitments; organizational development/assessment studies; performance management and incentive compensation programs; development of strategic management tools; policy/procedure development and employee handbooks; training and development; public agency consolidations and separations; Human Resources audits; and serving as off-site Human Resources Director for smaller public agencies that need the expertise of a Human Resources Director but do not need a full-time, on-site professional.

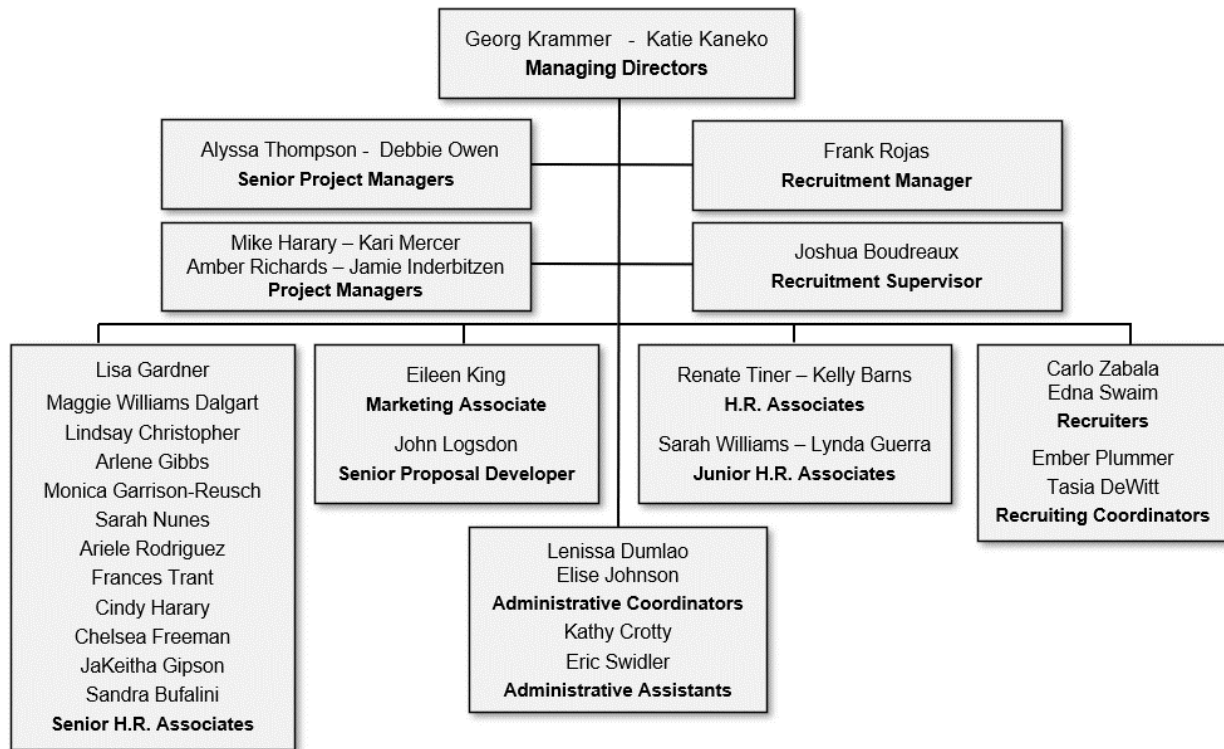
Without exception, all of our compensation studies have successfully met all of our intended commitments; communications were successful with employees, supervisors, management, and union representatives; and we were able to assist each agency in successfully implementing our recommendations. All studies were brought to completion within stipulated time limits and proposed budgets.

Our long list of clients (please see <https://koffassociates.com/our-clients/>) is indicative of our firm’s reputation as being a quality organization that can be relied on for producing comprehensive, sound, and cost-effective recommendations and solutions. K&A has a reputation for being “hands on” with the ability and expertise to implement its ideas and recommendations through completion in both union and non-union environments.

K&A relies on our stellar reputation and the recommendations and referrals of past clients to attract new clients. Our work speaks for itself and our primary goal is to provide professional and technical consulting assistance with integrity, honesty and a commitment to excellence. We are very proud of the fact that in working with hundreds of public agency clients and completing hundreds of classification and/or compensation and other types of studies, we have only had a handful of formal appeals in our entire history.



Our team consists of 37 employees as shown below in our organizational chart.



No subcontractors will be assigned to this study.

TEAM MEMBER QUALIFICATIONS

All members of our team have worked on multiple comprehensive total compensation studies and are well acquainted with the wide array of public sector organizational structures, compensation structures, classification plans, as well as the challenges and issues that arise when conducting studies such as this one for the City.

KEY PERSONNEL

Our project team will be led by Co-Project Directors Katie Kaneko (Managing Director) and Kari Mercer (Project Manager). They will coordinate all of K&A's efforts, attend all meetings with the City, and be responsible for all work products and deliverables.

CONSULTANTS

Lindsay Christopher (Senior HR Associate), Monica Garrison-Reusch (Senior HR Associate), Arlene Marks Gibbs (HR Associate), Cindy Harary (Senior HR Associate) and Renate Tiner (HR Associate) will conduct compensation data collection and analysis, internal job analysis, develop recommendations and implementation strategies.



WORKLOAD

We currently have a team of 27 HR consultants and five administrative support staff – resources that we are able to pool base on each project’s needs, to execute projects and to meet clients’ needs and expectations. Each time we are selected as the successful bidder on a project, we strategize to determine project timelines, deliverable deadlines, and the resources that are required to produce the deliverables as promised. We are poised to accommodate the City’s compensation study and plan to devote the necessary resources for the successful executive of the project.

Following are biographies of the specific staff who will be assigned to this study:

Catherine “Katie” Kaneko, C.P.A., P.H.R.

Managing Director, Compensation and Rewards Consulting

Katie is one of the two principals of Koff & Associates. She brings more than 25 years of management-level human resources and consulting experience to K&A. She has extensive experience in classification analysis and evaluation techniques, compensation, performance incentive programs, recruitment, and organizational studies.

Armed with her Bachelor of Business Administration degree, and as a CPA (Certified Public Accountant), Katie began her career in an international accounting/consulting firm. She transitioned into Human Resources within the firm to become the Human Resources Director of the San Francisco office. She next moved into the high-tech industry where she served in leadership positions for high-growth companies, startup firms, and organizations in transition. Katie then moved to the public sector, joining K&A in 2003 and has been the firm’s President since 2005; over the last 16 years, she has overseen hundreds of compensation, classification, organizational and other studies for cities, counties, and special districts throughout California.

Agencies for whom classification and/or compensation studies, or HR Services (such as organizational assessments, executive performance evaluations, succession planning studies, etc.) were led by Katie, as Project Director, during the last few years, include, but are not limited to, the following:

- **Cities and/or Towns:** Albany, Belmont, Benicia, Calistoga, Carmel, Coachella, Crescent City, Cupertino, Danville, Dinuba, East Palo Alto, Fairfield, Galt, Hayward, Hillsborough, Los Altos, Los Gatos, Madera, Manteca, Merced, Monterey, Moraga, Morgan Hill, Mt. Shasta, Newman, Novato, Pacific Grove, Pacifica, Palo Alto, Paradise, Piedmont, Redwood City, Rohnert Park, Sacramento, San Bruno, San Pablo, San Ramon, Santa Cruz, Santa Rosa, Seaside, Sonoma, Tracy, Tulare
- **Counties:** Butte, El Dorado, Humboldt, Mendocino, Merced, Placer, San Joaquin, San Mateo, Sonoma, Tuolumne, Yuba
- **Courts:** Superior Court of the County of Alameda, Superior Court of San Joaquin County
- **Education:** First Five Contra Costa, First Five Santa Clara, Hartnell College, Salinas Union High School District, Southwestern Community College District, Travis Unified School District
- **State:** California State Compensation Insurance Fund; California State Auditor’s Office
- **Other:** Municipal Pooling Authority, Public Agency Risk Sharing Authority of California
- **Special Districts:**
 - Open Space Districts: Midpeninsula Regional Open Space District, Santa Clara Valley Open Space Authority, Sonoma County Agricultural Preserve and Open Space District.



- Park and Recreation Districts: Livermore Area Recreation and Park District, Mendocino Coast Recreation & Park District,
- Air Quality: Bay Area Air Quality Management District
- Community Services District: Cosumnes Community Services District, Discovery Bay Community Services District, Groveland Community Services District, Rancho Murieta Community Services District, Town of Discovery Bay CSD
- Fire and Police Protection: Central Fire District of Santa Cruz County, East Contra Costa Fire Protection District
- Housing/Economic Development: Oakland Housing Authority
- Public Utilities: Northern California Power Agency
- Retirement: Contra Costa County Employees' Retirement Association, Retirement Office of City of San José
- Solid Waste: Alameda County Waste Management Authority, Humboldt Waste Management Authority, Monterey Regional Waste Management District, Salinas Valley Solid Waste Authority
- Transportation: Alameda Contra Costa Transit District, San Francisco County Transportation Authority, Solano Transportation Authority
- Wastewater: Castro Valley Sanitary District, Central Contra Costa Sanitary District, Dublin San Ramon Services District, East Palo Alto Sanitary District, Encina Wastewater Authority, Fairfield Suisun Sewer District, Las Gallinas Sanitary District, Monterey Regional Water Pollution Control Agency, Mt. View Sanitary District, Vallejo Flood and Wastewater District, West Valley Sanitation District
- Water: Alameda County Water District, Coastside County Water District, Indian Wells Valley Water District, North Coast County Water District, Santa Clara Valley Water District, Valley County Water District, Zone 7 Water Agency

Katie will be key personnel and serve as the Co-Project Director for this project; she will coordinate all of K&A's efforts, will attend all meetings with the City, and will be responsible for all work products and deliverables.

Kari Mercer, SPHR
Project Manager

Kari's professional qualifications include over 13 years of experience in the Human Resources field, including work in classification and compensation, employee relations, and recruitment and examination. Her experience includes both private and public sector Human Resources work for the County of Madera, County of Fresno, and Macy's. She gained experience in classification and compensation, labor relations, MOU administration, policy development and administration, recruitment and examination, and general human resources administration.

As a Human Resources Consultant for another private human resources consulting firm she specialized in conducting classification and compensation studies for multiple public sector agencies, such as: Cities of Anaheim, Concord, Palmdale, Redding; Counties of Lake, Madera, Monterey, and Sacramento; and special districts such as: California Joint Powers Risk Management Authority, East Bay Regional Park District, Elk Grove Water District, San Diego Association of Governments, San Francisco Municipal Transportation Agency, and Ventura Regional Sanitation District. Additionally, Kari has consulted for out-of-state clients in Maryland, New Mexico, and Texas.



Since joining Koff & Associates, Kari has worked on a wide variety of classification and compensation projects for the following agencies:

- **Cities/Towns:** Anaheim, Arroyo Grande, Atascadero, Belmont, Hayward, Madera, Manteca, Merced, Milpitas, Oakland, Perris, Pleasant Hill, Redwood City, San Pablo, Santa Clara, Saratoga, Seal Beach, Seaside, Tracy, Vallejo
- **Counties:** El Dorado, Fresno, Humboldt, Merced, Monterey, Orange, San Joaquin
- **Special Districts:** Coachella Valley Public Cemetery District, Cosumnes Community Services District, First 5 of Alameda County, Foothill-DeAnza Community College District, Housing Authority of the City of Santa Barbara, Housing Authority of the County of San Bernardino, Livermore Area Recreation and Park District, Mendocino Coast Recreation and Park District, Port of Oakland, Orange County Fire Authority, Santa Clara County Housing Authority, Superior Court of California-Kern County, Sweetwater Authority, Travis Unified School District, Truckee Sanitary District, West Valley Mission Community College District, Valley County Water District

She earned her B.S. degree in Business Administration with an emphasis on Human Resources Management at California State University, Fresno and is a certified Senior Professional in Human Resources (SPHR). Kari serves as a Personnel Commissioner for the City of Clovis and is a member of Central California SHRM.

Kari will provide managerial project support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Lindsay Christopher
Senior H.R. Associate

Lindsay's professional qualifications include ten years of experience working in the public sector, mostly with Alameda County. In her role as Human Resources Analyst, she was responsible for classification and compensation projects, as well as recruitment and selection, in a Civil Service, merit-based, environment. Mostly recently, she continued to focus on classification and compensation projects at East Bay Regional Park District.

Since joining K&A, Lindsay has worked on studies for the following:

- **Cities:** Gardena, Hemet, Milpitas, Tracy, Corona, Seattle (Library), Napa
- **Counties:** Humboldt
- **Special Districts:** Contra Costa County Employees' Retirement Association, Greater LA County Vector Control District, Orange County Sanitation District, Purissima Hills Water District, Marin Municipal Water District, Housing Authority of the City of Santa Barbara, Tri-City Mental Health Authority, Victor Valley College, Buena Park Library District, East Bay Regional Park District, Tualatin Hills Park and Recreation District, Valley Water, San Luis and Delta Mendota Water Authority

A Bay Area native, Lindsay earned her B.A. degree in Sociology with a concentration in Criminology from San Jose State University.



Lindsay will provide Senior H.R. Associate support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Monica Garrison-Reusch, B.A., M.B.A.

Senior H.R. Associate

Monica has over 15 years of human resource program experience, all of which have been spent serving as either a team consultant or project manager on projects working with public sector agencies. Monica's primary professional focus over the last several years has been on classification and compensation practices.

Prior to joining K&A, Monica performed classification and compensation consulting services as either a team member or project manager on varied projects including large scale studies done for the Counties of Madera, Sacramento, Bernalillo (in New Mexico), and the California State Department of Personnel Administration. Monica also developed and served as a Co-Trainer for a two-day course on Classification and Compensation.

Monica's depth of experience allows her to provide a broad range of human resources services to public agencies. She specializes in compensation projects focusing on both base salary and total compensation analysis studies. Monica has also worked on project teams conducting classification studies and organizational analysis, including performing the full range of classification analysis and conducting in-depth survey and analysis of organizational structures and past organizational practices.

Since joining K&A, Monica has worked on studies for the following clients:

- **Cities:** Cotati, Crescent City, Pleasant Hill, Sacramento, Vallejo
- **Counties:** El Dorado, Mendocino, Monterey, Trinity
- **State:** California State Auditor's Office
- **Special Districts:** AC Transit, Cosumnes Community Services District, East Bay Municipal Utility District, Eastern Municipal Water District, El Dorado County Transit Authority, First 5 Contra Costa County, First 5 Santa Clara County, Hayward Area Recreation and Park District, Livermore Amador Valley Transit Authority, Mendocino Coast Rec and Park District, Mojave Water Agency, North Tahoe Public Utility District, Orange County Transportation Authority, State Water Contractors, Trabuco Canyon Water District

She earned an MBA with an emphasis in Marketing at Golden Gate University and a Bachelor of Science in Business Administration from the University of Southern California.

Monica will provide Senior H.R. Associate support for this project, including interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Arlene Marks Gibbs, BS, MPA, SPHR, IPMA-CP

Senior Associate

Arlene Gibbs possesses over thirty years of Human Resources management experience including spending over twenty years in the public sector working for both large and small education, municipal and special district organizations in California.

Her public sector experience includes serving as the Chief Human Resources Officer for San Diego State University which is the largest California State University campus with over 6,700 faculty and staff. While



at San Diego State, Arlene led the HR Directors Committee for the 23 campus system of HR service delivery. Her experience also includes senior and executive HR management roles with several small and large public agencies including the City of San Jose, the City of Tustin as well as air and water/wastewater special districts.

Arlene's experience includes all facets of Human Resources, Employee & Labor Relations. She is an experienced labor contract negotiator having negotiated many public sector labor agreements while serving as the Chief Spokesperson/Labor Negotiator. In addition, her experience includes managing recruitment and selection processes for all types of public sector positions, handling employee benefits functions, responding to labor and employee relations issues, coordinating classification and compensation studies, complying with labor laws, conducting personnel investigations, and managing a wide variety of general human resources functions.

Arlene holds a Masters' Degree in Public Administration from California State University Northridge and a Bachelor of Science Degree in Business Administration with an emphasis in Labor Relations from California State University Long Beach. She also is certified as an IPMA-CP and as a Senior Professional in Human Resources (SPHR).

Arlene has also led and participated in local, regional as well as statewide efforts in small and large agencies with the League of California Cities, IPMA as well as serving as a resource for City, County, State and Local Boards, Councils, Committees and Commissions.

Some of the K&A classification and compensation projects Arlene has worked on include but are not limited to:

- **Cities/Counties/Towns:** County of Butte, City of Bellflower, City of Concord, City of Cupertino, Humboldt County, City of Los Altos, Town of Los Altos Hills, and the City of Pinole.
- **Special Districts:** Dublin San Ramon Services District, Garfield County Public Library District (CO), Coachella Valley Water District, Foothill De Anza Community College District, and the Los Angeles County Development Authority.

Cindy Harary, B.A.
Senior H.R. Associate

Cindy's professional qualifications include over 32 years of experience in the Human Resources field, primarily in classification and compensation. She spent the first 11 years in the public sector working for the City of Whittier, California, where she started out in their Public Works Department before moving to the Human Resources Department. She gained experience in classification and compensation, recruitment and selection, employee training and development, labor relations, and general human resources administration.

For the next 16 years, Cindy worked as a Human Resources Consultant for a consulting firm where she specialized in conducting classification and compensation studies for multiple public sector agencies including cities, counties, and special districts as well as several private sector clients. Some of the Orange County Cities she worked on in partnership with other consultants at that firm were: Cities of Brea, Laguna Beach, Lake Forest, La Palma, Los Alamitos, Placentia, San Clemente, Stanton and Tustin. In Los Angeles County, her work includes: Cities of Corona, Downey, El Monte, Manhattan Beach, and Upland. Finally, in San Bernardino County she has worked on the City of Rancho Cucamonga.



Since joining Koff & Associates in 2015, Cindy has worked on Classification and/or Compensation studies for:

- **Cities/Towns:** Anaheim, Big Bear Lake, Campbell, Carmel, Corona, Danville, Davis, Indian Wells, Laguna Niguel, Los Altos, Manteca, Menifee, Murrieta, National City, San Diego, Santa Ana, Santa Barbara, Seal Beach, Tracy, Yucca Valley
- **Counties:** Orange
- **Education:** Compton College
- **Special Districts:** Alameda Housing Authority, Altadena Library District, Bay Area Water Supply and Conservation Agency, Cosumnes Community Services District, Eastern Municipal Water District, Encina Wastewater Authority, Housing Authority of Alameda County, Housing Authority County of San Bernardino, Housing Authority for the County of Santa Barbara, Humboldt Waste Management Authority, Inland Empire Utilities Agency, Monte Vista Water District, North Coast County Water District, Orange County Fire Authority, Orange County Mosquito & Vector Control District, Oro Loma Sanitary District, Port of Hueneme, Rincon del Diablo Municipal Water District, Riverside County Transportation Commission, Santa Clarita Valley Water Agency, South Coast Air Quality Management District, Sweetwater Authority, Trabuco Canyon Water District, Vallecitos Water District, Water Replenishment District of Southern California, Western Municipal Water District

Cindy earned her B.A. degree in Broadcast Journalism at California State University, Long Beach.

Cindy will provide H.R. Associate support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Renate Tiner, B.Sc.

H.R. Associate

Renate's professional qualifications include five years of both non-profit and private sector Human Resources experience. Starting in Human Resources administration and rising into Human Resources management, she gained experience in full-cycle recruitment, orientation and on-boarding, Health and Safety, Worker's Compensation, licensing and accreditation, policy development, and general Human Resources administration.

Since joining Koff & Associates in 2017, Renate has worked on Classification and Compensation Studies for the following agencies:

- **Cities:** Bellflower, Concord, Cupertino, El Monte, Hillsborough, Los Altos, Mt. Shasta, Piedmont, Rohnert Park, San Diego, Sausalito, West Sacramento
- **Special Districts:** Alameda County Transportation Commission, Bay Area Water Supply and Conservation Agency, Eastern Municipal Water District, Dublin-San Ramon Services District, Foothill-De Anza Community College District, Groveland Community Services District, Los Angeles County Employees Retirement Association, Metropolitan Transportation Commission, Midpeninsula Regional Open Space District, Port of Long Beach, Riverside Community College District, and San Joaquin County Superior Court



Renate earned her B.Sc. degree in Psychology from the University of Northern British Columbia, in Prince George BC, Canada. She was a Canadian Human Resource Professional (CHRP) Candidate before moving to the United States.

She will provide H.R. Associate support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.



REFERENCES

Agency & Project	Contact
<p>City of Belmont (population: 27,140)</p> <p>Total Compensation Study, completed 2019.</p>	<p>Ms. Corazon “Cora” Dino Human Resources Director (650) 637-2988 One Twin Pines Lane Belmont, CA 94002 cdino@belmont.gov</p>
<p>City of Calistoga (population: 5,311)</p> <p>Currently, 2021, another Compensation Study underway. Limited Class & Total Comp Study, completed 2018. Classification and Compensation Study, completed 2015.</p>	<p>Ms. Gloria Leon Administrative Services Director (707) 942-2803 1232 Washington Street Calistoga, CA 94515 gleon@ci.calistoga.ca.us</p>
<p>City of Chico</p> <p>Citywide classification study completed 2022.</p>	<p>Ms. Jamie Cannon Director of Human Resources 411 Main St. Chico, CA 95928 (530) 879-7901 jamie.cannon@Chicoca.gov</p>
<p>City of Concord (population: 129,783)</p> <p>Total Compensation Study, completed 2019 and 2021. Total Compensation Study, completed 2016. Ongoing classification and compensation work since 2016.</p>	<p>Ms. Jasmin Loi Director of Human Resources (925) 671-3310 1950 Parkside Drive, MS/30 Concord, CA 94519 Jasmin.loi@cityofconcord.org</p>
<p>City of Cotati (population: 7,455)</p> <p>Compensation Study City-wide, completed 2021. Compensation Study (Maintenance & Police), completed 2017. Compensation Study, completed 2016.</p>	<p>Mr. Damien O’Bid City Manager (707) 665-3621 201 West Sierra Ave. Cotati, CA 94931 dobid@cotaticity.org</p>
<p>City of Elk Grove</p> <p>Ongoing classification and compensation studies since 2020.</p>	<p>Ms. Melissa Rojas Human Resources Director (916) 478-2208 8401 Laguna Palms Way, Elk Grove, CA 95758 mrojas@elkgrovecity.org</p>
<p>City of Fowler</p> <p>Classification & Compensation Study 2022</p>	<p>Ms. Wilma Tucker Human Resources Director (559) 834-3113 128 S. 5th St. Fowler, CA 93625 wfucker@ci.fowler.ca.us</p>



<p>City of Hayward (population: 160,500)</p> <p>Total Compensation Study for Local 21, completed 2020. Total Compensation Study for SEIU, completed 2019. Total Compensation Study for Hayward Association of Management Employees [HAME] Group, completed 2018.</p>	<p>Kakshi Master Human Resources Analyst II (510) 583-4831 777 B St., Hayward, CA 94541 Kakshi.Master@hayward-ca.gov</p>
<p>County of Butte (Population: 219,186)</p> <p>Classification and Compensation Study, currently starting project (2021).</p>	<p>Mr. Aaron Quin Assistant Director, Human Resources (530) 552-3578 3A County Center Drive, Oroville, CA 95965 aquin@buttecounty.net</p>
<p>Town of Paradise (Population: 22,135)</p> <p>Classification and Compensation Study, completed 2019.</p>	<p>Ms. Crystal Peters Crystal Peters Human Resources and Risk Manager (530) 872-6291 x117 5555 Skyway Paradise, CA 95969 cpeters@townofparadise.com</p>



EXECUTIVE SUMMARY, APPROACH, METHODOLOGY

The City desires human resources assistance to conduct a citywide comprehensive compensation study. The City currently employs approximately 132 full-time and part-time employees, with approximately 56 classifications (or 63 total when counting each level in the various class series). A significant number of the classifications are single position (42). This includes one (1) City Administrator and four (4) Department Heads.

The goal of the study will be to review the City's compensation structure for the studied classifications and to conduct a compensation market survey using a set of appropriate comparator agencies. The identification of comparator agencies, benchmark classifications, and benefits to be collected (if total compensation is desired) is an iterative process that includes all stakeholders. We have found this open discussion philosophy to be critical to our success for organizational buy-in. Once the external data development is completed, we will make specific recommendations for internal equity for non-benchmarked classifications and classifications without a large enough market sampling.

The compensation study will contain specific recommendations regarding the integration of all study classifications into the City's compensation structure, with the goal of developing a clearly designed, internally equitable format that is flexible for career opportunity and future growth. Our study will make recommendations regarding a salary structure that takes the City's compensation preferences into consideration as well as the appropriate placement of each classification on the City's salary schedule.

The study includes a significant number of meetings with the Study Project Team, Human Resources, employees, union representation, and the City Council, as desired. We have expertise in labor/management relations and understand the importance of active participation by all stakeholders to ensure a successful outcome. The meetings and "stakeholder touch-points" that we recommend ensure understanding of the project parameters, enhance accurate intake and output of information, and create a collaborative and interactive approach resulting in greater buy-in for study recommendations. This interactive approach has resulted in almost 100% implementation success of K&A's studies.

The majority of our clients are unionized and our larger city and county clients typically have multiple unions. Due to the multitude of stakeholder groups who are affected by any compensation study K&A conducts, our team understands the importance of accurate and validated data that withstands any scrutiny, effective and ongoing communication throughout each effort, and collaboration with the various stakeholder groups to ensure organizational buy-in to our findings and recommendations. We have developed a unique methodology of stakeholder "touchpoints" and collaboration that has made us highly successful and effective and has earned our team respect, agreement, and understanding from all stakeholders. In addition, we adjust and customize our methodology based on each individual client's unique needs and circumstances.

We also recognize that both the City and union representatives have obligations to employees and members to ensure that any study is conducted in a fair and equitable manner. Our project work plans are designed for transparency and we strongly encourage dialog with all stakeholders on study deliverables so they in turn can express their concerns; we all have a shared goal of ensuring the process followed is fair and equitable.

This intense and comprehensive stakeholder engagement and our transparent study processes are also a mechanism of quality control. The fact that our information, data, and recommendations have to be able to withstand utmost scrutiny by diverse stakeholders require an in-depth multi-step quality control



process for deliverables. This involves K&A team member validation of classification analyses and compensation data, K&A Project Manager review of all classification and compensation analyses, recommendations and deliverables, and finally K&A Principal (Project Director) review of deliverables before submittal to the client.

Study Objectives

Compensation Objectives:

- To make recommendations regarding a list of appropriate, logical and defensible comparator agencies, benchmark classifications, and benefits to be collected prior to beginning the compensation portion of the study;
- To collect accurate salary and benefit data from the approved group of comparator agencies and to ensure that the information is analyzed in a manner that is clear and comprehensible to the Study Project Team, Human Resources, management, employees, union representation, and the City Council;
- To carefully analyze the scope and level of duties and responsibilities, requirements for successful work performance, and other factors for survey classes, according to generally accepted compensation practices;
- To review the City's compensation structure and practices and develop compensation recommendations that will assist the City in recruiting, motivating, and retaining competent staff;
- To develop solutions that address pay equity issues, analyze the financial impact of addressing pay equity issues, and create a market adjustment implementation strategy supporting the City's goals, objectives, and budget considerations;
- To evaluate benefit offerings in the labor market and make recommendations for better alignment and/or different benefit offerings as indicated by the analysis and best practices;
- To create a comprehensive final report summarizing the compensation study approach and methodology, analytical tools, findings, and recommended compensation structure;
- To recommend appropriate internal salary relationships and allocate classes to salary ranges in a comprehensive salary range plan; and
- To ensure sufficient documentation and training throughout the study, on methods used to determine appropriate salary ranges, methods for logical progression of movement within the salary scale for each classification, and other practices, so that our recommendations can be implemented and maintained in a competent and fair manner.

Overall Objectives:

- To review and understand all current documentation, rules, regulations, policies, budgets, procedures, class descriptions, organizational charts, memoranda of understanding, personnel policies, wage and salary schedules, and related information so that our recommendations can be operationally incorporated with a minimum of disruption;
- To conduct start-up Study Project Team meetings with management, study project staff, and other stakeholders to discuss any specific concerns with respect to the development of compensation recommendations; finalize study plans and timetables; conduct orientation sessions with management, union leadership, and staff in order to educate



and explain the scope of the study and describe what are and are not reasonable study expectations and goals;

- To work collaboratively and effectively with the City and its stakeholders while at the same time maintaining control and objectivity in the conduct of the study;
- To develop a compensation structure that meets all legal requirements, that is totally non-discriminatory, and that easily accommodates organizational change, growth, and operational needs;
- To document all steps in the process and provide documentation and training for Human Resources and other staff, as appropriate, in compensation analysis methodologies so that the City can integrate, maintain, administer, and defend any recommended changes after the initial implementation; and
- To provide effective ongoing communications throughout the duration of the project and continued support after implementation.

TOTAL COMPENSATION STUDY – Methodology / Work Plan / Deliverables

Deliverable A: Meetings with Study Project Team and Management Staff and Initial Documentation Review

During the initial meeting with the Study Project Team, we will discuss the compensation study factors that need to be agreed upon. This task includes identifying the City’s Study Project Team (Human Resources, management, employee representation, etc.), contract administrator, and reporting relationships. Our team will conduct an orientation and briefing session with the Study Project Team to explain process and methodology; create the specific work plan and work schedule; identify subsequent tasks to be accomplished; reaffirm the primary objectives and specific end products; determine deadline dates for satisfactory completion of the overall assignment; determine who will be responsible for coordinating/scheduling communications with employees, managers, and other stakeholders; and develop a timetable for conducting the same.

Included in this task will be the gathering of written documentation, identifying current incumbents, and assembling current class descriptions, organizational charts, salary schedules, budgets, employment contracts, personnel policies, previous compensation studies, and any other relevant documentation to gain a general understanding of City operations.

City terminology and methods of current compensation procedures will be reviewed and agreed to. We will discuss methodology, agree to formats for compensation results, identify/confirm appropriate comparator agencies, benchmark classifications and benefits to be surveyed for compensation survey purposes. We will respond to any questions that may arise from the various stakeholders.

Deliverable B. List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected

During the initial meeting with the Study Project Team, we will discuss and agree to the compensation study factors. We will identify/confirm appropriate, logical and defensible comparator agencies that will be included in the external market survey, which will be the foundation for ensuring that the City’s salaries for the studied classifications are competitively aligned with the external labor market. We will also identify/confirm those classifications that will be surveyed in the market (i.e., benchmark classifications), with the intention of internally aligning the remaining classifications with those that were surveyed.



Finally, we will determine the list of benefits that the City wants to include in the total compensation data gathering process.

1. Determination of Comparator Agencies

The selection of comparator agencies is a critical step in the study process. We typically use the following factors to identify appropriate comparators and will receive approval before proceeding with the total compensation study.

Our recommended methodology is that we involve management, Human Resources, employee representation, and the City Council, in the decision-making process of selecting which comparable agencies are included, **PRIOR** to beginning the study. Our experience has shown that this is the most successful approach. The factors that we typically review when selecting and recommending appropriate comparator agencies include:

- **Organizational type and structure** – While various organizations may provide overlapping services and employ some staff having similar duties and responsibilities, the role of each organization is somewhat unique, particularly in regard to its relationship to the citizens it serves and level of service expectation. During this iterative process, the City’s current/previous list of comparators, if any, and the advantages/disadvantages of including them or others would be discussed.
- **Similarity of population served, City demographics, City staff, and operational budgets** – These elements provide guidelines in relation to resources required (staff and funding) and available for the provision of services.
- **Scope of services provided** – While having an organization that provides all of the services at the same level of citizen expectation is ideal for comparators, as long as the *majority* of services are provided in a similar manner, sufficient data should be available for analysis. When reviewing this factor, the City’s unique services would be evaluated in order to ensure that the majority of comparators provide the same services. This ensures that each comparator yields a sufficient number of matches for the City’s jobs.
- **Labor market** – The reality of today’s labor market is that many agencies are in competition for the same pool of qualified employees, because large portions of the workforce don’t live in the communities they serve, are accustomed to lengthy commutes, and are more likely to consider changing jobs in a larger geographic area than in the past. Therefore, the geographic labor market area (where the City may be recruiting from or losing employees to) is taken into consideration when selecting potential comparator organizations. As part of this analysis, we will determine whether the City has identified agencies that it competes with for qualified talent; those agencies are taken into consideration for purposes of our analysis. It is important to understand and consider the City’s competitive landscape and include agencies in the study to whom the City loses talent.
- **Cost-of-living** – The price of housing and other cost-of-living related issues are some of the biggest factors in determining labor markets. We review overall cost-of-living of various geographic areas, median house prices, and median household incomes to determine the appropriateness of various potential comparator agencies.

We typically recommend using 10-12 comparator agencies for all survey benchmarks in order to achieve statistical significance but are flexible and can easily use a different approach based on the City’s preferences.



2. Determination of Benchmark Classifications

In the same collaborative manner as described in Step 1 above, we will work with the City's stakeholders to select those classifications that will be surveyed.

"Benchmark classes" are ordinarily chosen to reflect a broad spectrum of class levels. In addition, those that are selected normally include classes that are most likely to be found in other similar agencies, and therefore provide a sufficient valid data sample for analysis. Internal relationships will be determined between the benchmarked and non-benchmarked classifications and internal equity alignments will be made for salary recommendation purposes.

Due to the fact that the labor market typically yields reliable data, we recommend using approximately 60-65% of all classifications as benchmarks but we are happy to use a different model. Due to the relatively small number of classifications at the City, we may survey a larger group of benchmarks and will be happy to discuss our approach with the City.

3. Determination of Salary and Benefits Data to Be Collected

In addition to base salaries, benefit data elements for a total compensation study normally include at least the following (which are generally available to all staff in a specific job classification):

- **Monthly Salary** – The top of the normal, published salary range. All figures are presented on a monthly or annual basis. We normalize the salary data to reflect number of hours in the work week and/or roll-up of retirement or other benefits in base salaries.
- **Employee Retirement** – This includes two figures: the amount of the employee's State or other public or private retirement contribution that is contributed by the agency and the amount of the agency's Social Security contribution.
- **Retiree Healthcare** – Given that healthcare costs are rising and retiree healthcare and liabilities increasing for many public agencies, we collect this information to capture the costs.
- **Insurance** – This typically includes Health, Dental, Vision, and other insurance coverage.
- **Leave** – Other than sick leave, which is usage-based, leave is the amount of days off for which the organization is obligated. We will discuss with the City whether leave days/hours should be converted to direct salary cost in dollars or represented in days/hours.
 - ❖ **Vacation:** The number of vacation days available to all employees after five years of employment.
 - ❖ **Holidays:** The number of holidays (including floating) available to the employee on an annual basis.
 - ❖ **Administrative/Personal Leave:** Administrative leave is normally the number of days available to management staff to compensate for the lack of payment for overtime. Personal leave may be available to other groups of employees to augment vacation or other time off.
- **Deferred Compensation** – We report any employer contribution made on the employee's behalf, whether dollar amount or percentage of salary, that does not require an employee-matching contribution. We can also report employer contributions that do require an employee match and would do so as a separate report.
- **Other** – This category includes any other benefits that are available to all employees within a classification and not already specifically detailed.

**Deliverable C. Data from Comparators and Preliminary Analysis of Data**

K&A does not collect market compensation data by merely sending out a written questionnaire. We find that such questionnaires are often delegated to the individual in the department with the least experience in the organization and given a low priority. Our experienced compensation analysts conduct all of the data collection and analysis to ensure validity of the data and quality control. This approach also ensures that we compare job description to job description and not just job titles, therefore ensuring true “matches” of at least 70%, which is the percentage we use to determine whether to include a comparator classification or not.

Objective factors in the whole position job analysis methodology include:

1. Decision making/judgment
2. Difficulty and complexity of work
3. Supervisory responsibilities
4. Non-supervisory responsibilities
5. Minimum qualifications
6. Working conditions/risk factors
7. Contacts

We typically collect classification descriptions, organization charts, salary schedules, personnel policies, budgets, master plans, operational information, MOUs, and other information via website, by telephone, or by an onsite interview. With the prior knowledge from the data gathered directly from each comparator agency and our experience in the public sector human resources field, our compensation analysts make preliminary “matches” and then schedules appointments by telephone, or sometimes in person, with knowledgeable individuals to answer specific questions. We find that information collected using these methods has a very high validity rate and allows us to substantiate the data for employees, management, and governing bodies.

Data will be entered into spreadsheet format designed for ease of interpretation and use. The information will be presented in a format that will identify the comparator positions used for each classification comparison. Information will be calculated based upon both average and median figures allowing the City to make informed compensation decisions. Other elements of the compensation survey report are agencies surveyed; comparable class titles; salary range maximum/control point; number of observations; and percent of the City’s salary range is above/below the market values.

In addition, we will include any type of statistical representation and analysis that the City desires such as 60th, 70th, or any other percentiles per the City’s compensation philosophy.

Benefits data will be displayed in an easy-to-read format. You will receive three sets of spreadsheets per classification, one with base pay, one with the benefits detail, and one with total compensation statistical data. In addition, we are often asked to collect “other” benefits (as listed in the benefits section above), which we typically report on a separate spreadsheet.

Deliverable D. Draft Compensation Findings/Additional Analysis/Study Project Team Meetings

As part of our transparent approach and communication strategy to ensure organizational buy-in to the study, we share the market survey with the organization. We first distribute our draft findings to the Study Project Team. After their preliminary review, K&A will meet with the Study Project Team and other stakeholders (including Human Resources, management, employees) to clarify data, to receive requests



for reanalysis of certain comparators, and to answer questions and address concerns. This provides an opportunity for the Study Project Team and other stakeholders to review and question any of our recommended benchmark comparator matches. If questions arise, we conduct follow-up analysis to reconfirm our original analysis and/or make corrections as appropriate.

Deliverable E. Analysis of Internal Relationships and Alignment

To determine internal equity for all studied positions, considerable attention will be given to this phase of the project. It is necessary to develop an internal position hierarchy based on the organizational value of each classification. Again, we utilize the whole position analysis methodology as described earlier.

By reviewing those factors, we will make recommendations regarding vertical salary differentials between classes in a class series, for example, as well as across departments. This analysis will be integrated with the results of the compensation survey and the City's existing compensation plan.

The ultimate goal of this critical step in the process is to address any potential internal equity issues and concerns with the current compensation system, including compaction issues between certain classifications. We will create a sound and logical compensation structure for the various levels within each class series, so that career ladders are not only reflected in the classification system but also in the compensation system, with pay differentials between levels that allow employees to progress on a clear path of career growth and development. Career ladders will be looked at vertically, as well as horizontally, to reflect the City's classification structure.

Deliverable F. Compensation Structure and Implementation Plan

Depending on data developed as a result of the internal analysis, we will review and make recommendations regarding internal alignment and the salary structure (set of salary ranges, salary differentials, steps within ranges, and/or alternative compensation plans) within which the classes are allocated, based upon the City's preferred compensation model. In addition, we will develop externally competitive benefit comparisons for all classifications. We will also assist the City in developing a compensation philosophy and practices relative to the surveyed public jurisdictions, if desired. Finally, we will develop a proposed implementation plan based on the study results and recommendations.

We will conduct a competitive pay analysis using the market data gathered to assist in the determination of external pay equity and the recommendation of a new base compensation structure, if desired. We will conduct a comparative analysis to illustrate the relationships between current pay practices and the newly determined market conditions and develop solutions to address pay equity issues, analyze the financial impact of addressing pay equity issues, and create a market adjustment implementation strategy supporting City goals, objectives, and budget considerations.

Draft recommendations will be discussed with the Study Project Team and management for discussions and decisions on overall pay philosophy and the practicality of acceptance and prior to developing an Interim Report.

Deliverable G. Final Report and Guidelines for Implementation

A draft Interim Report of the Compensation Study) will be completed and submitted to the Study Project Team for review and comment. The report will provide detailed compensation findings, documentation, and recommendations. The report will include:

- An executive summary of the compensation study results;



- A set of all market data spreadsheets;
- A proposed Salary Range Placement document;
- A procedure to address employees whose base pay exceeds the maximum of their newly assigned pay range;
- Implementation issues and cost projections surrounding our recommendations; and
- A guide for rules, policies and procedures for the City in implementing, managing and maintaining the compensation system, as appropriate.

Once all of the City's questions/concerns are addressed and discussed, a Final Compensation Report will be created and submitted in the City's preferred format. The Final Report will incorporate any appropriate revisions identified and submitted during the review of the draft report.

Deliverable H. Formal Appeals Process

Should the City have an formal appeals process regarding the allocation of positions to salary ranges, this proposal does not cover time regarding a formal appeal process. Should our on-site participation be desired, our stated composite hourly rate will be honored. As mentioned above, however, our internal process usually addresses any of these issues.

Deliverable I. Final Presentation

Our proposal includes multiple meetings and weekly oral and written status/progress updates to the Study Project Team. Regarding the involvement of the City Council, etc., we recommend at least one initial meeting to confirm/identify the comparator agencies to be included in the study, one interim study session (to discuss the initial findings of the compensation study), and one final presentation of our Final Report. Of course, we are flexible regarding having more or less interaction with the Council, based on the City's preferences.

❖ Expectations of City Support:

In order to conduct this study in the most timely and cost-effective manner, we ask for support in the following areas:

- Timely provision of written documentation, such as current class specifications, union contracts, organizational charts, budget documents, requests for audits, past studies, etc.;
- Assistance in the notification and scheduling of orientation and other meetings and the provision of adequate interview space and resources;
- Meeting agreed-upon timelines.

In terms of time commitment for City staff, we understand that the City hires an outside consultant to conduct and coordinate the entire effort. Therefore, it is our goal to reduce the time commitment of City staff as much as possible and to only request assistance in the coordination of some of the steps in the process, such as scheduling employee orientation meetings, duplicating PDQs, scheduling employee interviews/desk audits, disseminating information, and in general, being a channel of communication between our firm and employees.

❖ Communication with the City:

Our typical communication model includes at least weekly or biweekly written status updates to keep the City informed on where we are during each phase of the project.



In addition, the study includes a significant number of meetings with the Study Project Team, human resources, management, employees, employee representation, and the City Council, as desired. The meetings and “stakeholder touch-points” that we recommend ensure understanding of the project parameters, enhance accurate intake and output of information, and foster a collaborative and interactive approach that will result in greater buy-in for study recommendations. This interactive approach, although time-consuming, has resulted in almost 100% implementation success of K&A’s studies.

❖ **Post-Implementation Consultation and Support:**

We are committed to providing the City with the highest-quality product and service. Providing ongoing consultation and support after study implementation is a service that is included in our professional fees and a continued relationship-building aspect of our client relationship that we highly value.

We often find that clients will call or email with follow-up questions and to discuss certain aspects of the study, ask why decisions and recommendations were made, and other important components of the study. We consider post-implementation support as part of our customer service.

Should the City request any additional onsite meetings and/or training after implementation of the study and/or other specific, identifiable work efforts, such as position reclassification studies, creating new class descriptions, or conducting annual surveys, we would honor our composite hourly rate for actual hours spent at the City. However, from experience, we expect that most follow-up support will be conducted via telephone and email and this is absolutely included in our “Not To Exceed Fee” for this project.

❖ **Stakeholder Engagement:**

The meetings and communications with stakeholders that we recommend ensure understanding of the project parameters, enhance accurate intake and output of information, and encourage a collaborative and interactive approach that will result in greater buy-in for study recommendations. This interactive approach, although time-consuming, has resulted in almost 100% implementation success of K&A’s studies.

We believe in an interactive and collaborative process with the whole organization and in a high level of stakeholder contact and interaction to ensure organizational buy-in of the study throughout the entire process. Following are the major milestones at which we touch base with Human Resources, employees, managers, employee representation, and other stakeholders, as appropriate:

- Initial study kick-off and employee/management orientation meetings;
- Stakeholder input regarding a list of appropriate comparator agencies, benchmark classifications, and benefits to be collected;
- City stakeholder review of compensation study data and contact with them to address any challenges to the market comparables we identified for each classification;
- Stakeholder input on internal salary relationship analysis and recommendations; and
- Stakeholder input regarding final compensation plans and structure recommendations.

These steps will ensure that the study results in a product that is accepted and trusted by all levels within the organization. Beyond sound mechanics, our approach includes sufficient communication steps to ensure that the study methodology is understood and the results are regarded as expert, impartial, and fair.



TIME REQUIREMENTS

Our professional experience is that a total compensation study of this scope and for this size organization take approximately three to four (3 - 4) months to complete, allowing for adequate compensation data collection and analysis, review steps by the City, the development of final reports, any appeals, and presentations.

We understand that the City would like to complete this study by March 2023. Due to the unprecedented demand on our services, we are currently experiencing an unusually high volume of projects. Therefore, and if the City is able to be flexible, we propose commencing the project in January 2023 and anticipate delivering a draft survey in March 2023 and completion of the entire project by April 2023, assuming a contract is executed within 2 months of the submittal date of our proposal.

The following is a suggested timeline (which can be modified based on the City’s needs):

Deliverables	Total Compensation Survey	Completion by:
A.	Meetings with Study Project Team and Management Staff and Initial Documentation Review	Week 1
B.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected	Week 2
C.	Data from Comparators and Preliminary Analysis of Data	Week 12
D.	Draft Compensation Findings/Additional Analysis/Study Project Team Meetings	Week 14
E.	Analysis of Internal Relationships and Alignment	Week 15
F.	Compensation Structure and Implementation Plan	Week 15
G.	Final Report and Guidelines for Implementation	Week 16
H.	Formal Appeals Process *	As Needed
I.	Final Presentation	As Scheduled



COST PROPOSAL

We have often found our process requires a very high level of time commitment, which sometimes results in a higher proposal cost. We believe that our methodology and implementation success rate is attributable to the significantly greater level of contact we have with employees, employee representation, management, and the governing body. The time we commit to working with the employees (sharing of compensation survey data, informal appeal process, etc.) results in significantly greater buy-in throughout the process and no formal appeals at the end of the study.

In fact, our firm has only had a handful of formal appeals to any of our studies in our 38 years in business. It has been our experience that the money and time invested in stakeholder communication throughout the study are money and time saved during implementation. Numerous times our firm has been hired after an agency has gone through an unsuccessful study whose results were rejected or appealed and whose implementation was very controversial. The result was a divided organization with hostility and animosity between employees/employee representation and management. Whenever our firm was hired after such an unfortunate experience, study stakeholders were amazed at our open and all-inclusive process, our efforts to elicit equal stakeholder input, and our development of recommendations that were accepted as fair and reasonable and understood by management, employees, and the governing body. Our success rate is also attributable to the fact that we have 38 years of experience working with employees of all types of backgrounds, educational levels, and work experiences, and we are accustomed to successfully communicating with and educating them throughout the process. It is imperative that all employees eventually buy into the study results and recommendations, whether they have been through a process like this before or whether this is the first time for them.

Our clients always provide feedback that our process was professional, comprehensive, understandable, timely, and inclusive. Employees, although not necessarily always happy with our recommendations, have always indicated that we listened to their issues and concerns, were available for discussion, and able to provide documentation and data to support our recommendations. Although time consuming, we also drive the process to ensure that timelines are met and schedules are maintained.

Over the last few years K&A and all of our clients have become accustomed to conducting all of our organizational, classification, and compensation studies virtually. From the experience of the last two years, we have learned that studies can be conducted successfully by using virtual technologies and performing the work remotely. We have also learned that this represents a significant cost savings for our clients, both in terms of consultant travel time and travel expenses, as well as less disruption and reduced non-productivity for the client's workforce. We have several technological solutions that can easily facilitate the entire process (see proposal narrative above). Conducting meetings and orientations virtually means that the client's employees do not have to spend time traveling from one location to another and will not be pulled away from their workstations for lengthy periods of time. They can simply click on a link or call in from a phone to participate. This approach also represents significantly less logistical planning on part of the client in order to reserve meeting rooms and making space available for large employee groups, as well as multiple consultants coming onsite to conduct interviews within a condensed period of time. Conducting orientations and interviews virtually provides us with much more flexibility in scheduling and accommodating multiple different shifts and schedules among a large workforce.

In addition, K&A strives to be as "green" an organization as possible and we are certainly concerned about our carbon footprint. We find that multiple trips to client sites that can sometimes involve multiple



consultants flying on planes and/or driving cars, is not as environmentally conscious as we would like to be. Considering the effectiveness of virtual meetings, especially when meetings are only one hour or one-and-a-half hours at a time, onsite travel does appear to create a larger footprint than necessary. This can especially be true for final presentations to leadership teams that are often less than 60 minutes long.

The cost proposal below includes two options depending on scope of work to provide the City with a cost comparison based on the number of classifications, number of employees, and number of comparator agencies surveyed for the compensation study, as well as options for cost cutting measures per the City’s request. Of course, the City may select any combination thereof and we are open to negotiating another option if it better serves the City. We hope to be able to negotiate a scope of work and cost option that best serves the City’s needs.

For purposes of this cost proposal, we are assuming that all meetings and presentations will be conducted virtually/remotely and no onsite travel to City offices will occur, which is also a cost cutting measure. Should the City desire onsite meetings, we will be happy to provide our per diem cost for onsite meetings based on travel time and market rate travel cost at the time.

Deliverables	Total Compensation Study	Option 1: Hours	Option 2: Hours
A.	Meetings with Study Project Team and Management Staff and Initial Documentation Review	8	8
B.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected	15	15
C.	Data from Comparators and Preliminary Analysis of Data Option 1: up to 40 benchmarks; 10 comparators; and total compensation (salaries plus benefits) Option 2: up to 45 benchmarks; 12 comparators; and total compensation (salaries plus benefits)	130	175
D.	Draft Compensation Findings/Additional Analysis/Study Project Team Meetings	22	30
E.	Analysis of Internal Relationships and Alignment	8	8
F.	Compensation Structure and Implementation Plan	8	8
G.	Final Report and Guidelines for Implementation	12	14
H.	Formal Appeals Process *	0	0
I.	Final Presentation	4	6
	<i>Anticipated hours for additional unscheduled meetings and phone calls</i>	4	6
	Total Professional Hours – Compensation	211	270
	Combined professional and clerical composite rate: \$175/Hour	\$36,925	\$47,250
	Expenses are included in the composite hourly rate:	N/A	N/A
	<i>Expenses include but are not limited to duplicating documents, binding reports, phone, supplies, postage, etc.</i>		
	TOTAL PROJECT COST NOT TO EXCEED:	\$36,925	\$47,250
	<i>*Additional consulting will be honored at composite rate (\$175/hr)</i>		

Our cost proposal does not include time to support the City during any labor negotiations that may follow this study. If we are needed for this work, our composite hourly rate will apply and we will charge on a time-and-materials basis.



CONTRACTUAL CONSIDERATIONS

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

The following are terms we would like to review with the City if we are fortunate to be selected for this project:

- Gallagher is pleased to submit this proposal. While this proposal is not meant to constitute a formal offer, acceptance, or contract, notwithstanding anything to the contrary contained in the proposal, Gallagher is submitting this proposal with the understanding the parties would negotiate and sign a contract containing terms and conditions that are mutually acceptable to both parties.

Final RFP for Compensation Study

- Section VIII (PDF page 4) - Gallagher is unable to permit its clients the unconditional right of refusal or to approve staffing changes for any departure or reassignment of, or substitution for, any member of the designated project team. Gallagher can agree to provide notice to client within a reasonable time after the change and will use good faith efforts to ensure client is satisfied with the replacement personnel.
- Section XIII, para 1 (PDF page 5) - Gallagher cannot agree to Indemnification clause and enclosed agreement until it has had the opportunity to review.

Oroville Consultant Insurance Requirements

- Gallagher's insurance representations based on AJG Risk Management policies. These are not changed on a client by client basis

It is our practice to provide the coverage below in lieu of the City contract insurance language. We therefore propose to replace the insurance language in the RFP's sample agreement with coverage language provided by Gallagher as follows (we attach our Memorandum of Insurance for your review as well):

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

- Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than \$2,000,000 per occurrence;
- Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000 per accident for bodily injury and property damage;



- Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than \$10,000,000 per occurrence or in the aggregate;
- Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate;
- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate, inclusive of defense cost; and
- Crime insurance covering third-party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate.
- All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.

ARTHUR J. GALLAGHER & CO. MEMORANDUM OF INSURANCE

This Memorandum of Insurance (“Memorandum”) is produced as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of the Memorandum. This Memorandum does not amend, extend or alter the coverage described below. Copyright 2005, Arthur J. Gallagher Risk Management Services, Inc. (“Gallagher”). Gallagher grants permission to you to view, copy, print and distribute the information found on the Memorandum website (“Site”) provided that the above copyright notice appears on all copies, that use is internal to you or for personal noncommercial informational purposes only, and that no modification is made to any materials. Any modification, use, reproduction or distribution of this Memorandum, the Site or its contents must be first approved by Gallagher in writing. You will not suffer or permit any unauthorized use of any Gallagher trademark, service mark or logo. This Memorandum, the Site and its contents, including but not limited to text, graphics, images, software, copyrights, trademarks, service marks, logos, and brand names (“Content”), are protected under both United States and foreign laws, and Gallagher or its affiliated entities retain all right, title and interest in and to the Content, all copies thereof, and all copyrights and other proprietary rights therein. The information contained herein is as the date referred to above. Gallagher shall be under no obligation to update such information.

DATE: 10/4/2022

INSURED:

Arthur J. Gallagher & Co. and its subsidiaries
2850 West Golf Road
Rolling Meadows, IL 60008

Insurance Companies

A: ARCH INSURANCE COMPANY
B: THE CONTINENTAL INSURANCE COMPANY
C: XL INSURANCE AMERICA, INC
D: FEDERAL INSURANCE COMPANY
E: LEXINGTON INS. COMPANY
F: XL SPECIALTY INS. COMPANY
G. ILLNOIS NATIONAL INSURANCE COMPANY
H. INDIAN HARBOR INSURANCE COMPANY

The policies of insurance listed below have been issued to the “INSURED” named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Memorandum may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS (In USD unless otherwise indicated)	
A	Commercial General Liability Occurrence Per location Aggregate	41GPP4938415	10/01/22	10/01/23	General Aggregate	4,000,000
					Products - Comp/Op Agg	4,000,000
					Personal and ADV Injury	2,000,000
					Each Occurrence	2,000,000
					Damage to Rented Premises (Each occurrence)	1,000,000
A	Automobile Liability Any Auto	41CAB4939015 41CAB4938315	10/01/22	10/01/23	Combined Single Limit	5,000,000
					Bodily Injury (per person)	
					Bodily Injury (per accident)	
B	Excess/Umbrella Liability Retention: \$10,000	7034611269	10/01/22	10/01/23	Each Occurrence	25,000,000
					Aggregate	25,000,000
A	Workers Compensation and Employers Liability	41WCI4938115	10/01/22	10/01/23	Workers Comp Limits	Statutory
					EL Each Accident	1,000,000
					EL Disease - Each Employee	1,000,000
					EL Disease – Policy Limit	1,000,000
C	Property	US00112916PR22A	10/01/22	10/01/23	Blanket Bldg. & PP	10,000,000
D	Crime/Fidelity Bond (Employee Dishonesty)	J06039418	09/01/22	09/29/23	Single Loss Limit	15,000,000
E	Errors & Omissions (Primary Policy)	015466449	10/01/22	10/01/23	Per Claim and Aggregate	12,000,000
F	Errors & Omissions (Excess Policy)	ELU163265-22	10/01/22	10/1/23	Per Claim and Aggregate	10,000,000
G	Errors & Omissions (Excess Policy)	FI0121922	10/01/22	10/01/23	Per Claim and Aggregate	15,000,000
H	Cyber Liability	MTP903416504	05/01/22	05/01/23	Limit of Liability	10,000,000

Description of Operations / Other Information: See ADDITIONAL INFORMATION on the following page.

This Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized by Gallagher or the Insurance Companies.

**ARTHUR J. GALLAGHER & CO.
MEMORANDUM OF INSURANCE**

ADDITIONAL INFORMATION

As respects GENERAL LIABILITY POLICY

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES *
Endorsement Form # CG 20 11 04 13 modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You): ANY PREMISES OR PART THEREOF LEASED TO YOU.
2. Name of Person or Organization (Additional Insured): ANY AND ALL PERSONS OR ORGANIZATIONS CONTRACTUALLY REQUIRING ADDITIONAL INSURED STATUS AS THE MANAGER OR LESSOR OF PREMISES TO YOU.
3. Additional Premium: INCLUDED

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

We waive any right of recovery we may have against the person or organization where required by written contract because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only where required by written contract.

As respects PROPERTY

This policy insures against "All Risks" of physical loss or damage, except as excluded, to covered property while on Described Premises, provided such physical loss or damage occurs during the term of this policy. Coverage is subject to policy deductibles, terms, conditions and exclusions. Loss Payable clause included for whom Insured has agreed to per written contract.



***All other Additional Insureds requests requires Legal approval and issuance of a Certificate of Insurance.**

***For special requests, such as a WET SIGNATURE, please contact the appropriate team: P&C – Doreen Morris or Therese Scamardo; E&O – Helen Ponce de Leon or Mari Maceri; Cyber – Jeremy Gillespie or Ariel Magrini.**

This Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized by Gallagher or the Insurance Companies.



Signature Page

Koff & Associates intends to adhere to all of the provisions described in this RFP.

This proposal is valid for 90 days.

Respectfully submitted,

By: KOFF & ASSOCIATES
State of California

Georg S. Krammer

October 12, 2022

Managing Director, Compensation and Rewards Consulting



Koff & Associates
A Gallagher Company



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: BILL LAGRONE, POLICE CHIEF

RE: CORONAVIRUS FISCAL RECOVERY FUNDING, IN AN AMOUNT OF \$300,000 FOR THE OROVILLE INN PAYMENT EXTENSION FOR 90 DAYS

DATE: DECEMBER 6, 2022

SUMMARY

The City Council will consider a 90-day extension of loan payment for the Oroville Inn. The Oroville Inn was loaned 300,000 in December of 2021 at 3.2% interest. Loan interest only payments are due annually. The Oroville Inn is in the process of refinancing and needs an additional 60 to 90 days to complete the process

BACKGROUND

In early November 2021, City Staff was informed of the pending closure of the Oroville Inn, due to financial hardship created by COVID 19. The financial hardship was created by having increased usage of the facility. Typically, the students that reside at the Oroville Inn are in class during weekdays. While at class very little electric, gas or water are utilized. Due to the stay-at-home order that occurred students remained at the facility 24hours per day, completing their class work remotely. This remote learning created an issue of “band width” for the internet service at the facility. To accommodate the need it was necessary to increase service available at the Oroville Inn. Between utilities, internet service, and increased cleaning services monthly expenses increased from approximately \$6,000 to nearly \$20,000 per month. Due to these factors the Oroville Inn was in jeopardy of being closed and potentially foreclosed.

Another issue was the ability of the operator to offer rentals for next Lineman College semester. The Oroville Inn needs an occupancy of 80 renters each semester to break even, 90 renters to make a profit. The confirmed renters for next semester was at 54. If no financial relief was made available these confirmed rental agreements would have to be cancelled and the foreclosure of the Oroville Inn was eminent.

To avoid the loss of a significant number of consumers in the Downtown core, the impact to multiple small businesses in the area, and to avoid the closure of the facility, it was necessary to discuss a potential loan. As Staff reviewed the original selling documents, it appears a reversion clause exists that could be acted upon if the facility fails. It would require the repayment of the first mortgage of nearly \$5,000,000 to clear the title. The City would then have

to operate the facility or attempt to sell the property to another operator. This presents various problems and could result in a situation that the Community may not support.

After considering all these factors and having been allocated approximately \$4,900,000 in Coronavirus Fiscal Recovery funds for COVID relief, the discussion was elevated to the Council for consideration and approval of a loan. The loan would be for \$300,000 with an interest rate of 3.2%, with a (10) ten-year term. To secure the investment in the property the note for the loan will be recorded on the title to the property. This loan was approved in closed session of the Oroville City Council on November 16, 2021 and reported out to the public at the same meeting. See attached copy of agreement for additional detail.

DISCUSSION

Staff was contacted by Mr. Bud Tracy in late November regarding the payment due on this loan. Mr. Tracy has requested the loan payment be extended for 60 days due to refinancing of the facility. This refinance may allow Mr. Tracy to pay this loan back in full. Staff is recommending a 90-day extension to allow Mr. Tracy adequate time to complete the process of refinancing the loan. If Mr. Tracy is not able to complete the refinancing the terms will remain the same and payments are due as scheduled.

FISCAL IMPACT

Deferral of loan repayment for 90 days.

RECOMMENDATION

Approve 90-day loan repayment extension

ATTACHMENTS

Loan agreement with Historic Oroville Inn, LLC.

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

CITY OF OROVILLE
Attn: City Administrator
1735 Montgomery St.
Oroville, CA 95965

Order No.:

Escrow No.:

APN: 012-035-005

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

**LOAN AGREEMENT AND PROMISSORY AGREEMENT BETWEEN
HISTORIC OROVILLE INN, LLC
AND CITY OF OROVILLE**

This AGREEMENT is made and entered into this 16th day of November, 2021 (the "Effective Date") by the CITY OF OROVILLE through its Community Development Department ("City" or "Lender"), and HISTORIC OROVILLE INN, LLC. ("HOI" or "Borrower") and the Party or Parties, on the terms and conditions set out below.

RECITALS

- A. The Oroville Inn, located at 2066 Bird St., Oroville, CA 95965, Assessor's Parcel No. 012-035-005 ("Subject Property") is located in the heart of downtown Oroville; and
- B. The City has great interest in assuring that the Oroville Inn is operating in a functional and effective way to provide housing for students at the Northwest Lineman's College, as well as other similarly situated individuals, in the City of Oroville; and
- C. Since 2016, HOI has operated the Oroville Inn to provide housing to numerous lineman college students to the benefit of the downtown Oroville area; and
- D. As a result of the COVID-19 pandemic, HOI experienced a significant financial impact from increased costs and decreased rent revenue; and
- E. The City of Oroville is able to provide some COVID impact funding to HOI as a loan to mitigate some of the impact related to the pandemic.

Now, therefore, the Parties agree as follows:

- 1. Recitals: The Recitals set out above are true and correct.

2. Loan. Lender loans to Borrower and Borrower borrows from Lender, on the terms and conditions set out here, the total amount of \$300,000, with the following terms:

- (a) The loan will bear interest at 3.2% annually.
- (b) The term of the loan is for a maximum of ten (10) years commencing on the date of execution of this Loan Agreement.
- (c) Interest only payments shall be due in arrears on November 16, 2022, and each year thereafter. Borrower may, but is not required to, make additional principal payments with the annual interest payment.
- (d) There is no prepayment penalty. Borrower may make principal payments at any time during regular business hours at City Hall.

3. Default. Borrower shall be considered in default under (a), (b) or (c), as follows:

- (a) In the event that the Borrower does not make the required interest payments as outlined in this agreement. Any delinquent payments shall bear interest at a rate of 10% per annum for the amount that is delinquent.
- (b) Borrower assigns the loan, alienates itself from the Subject Property, sells or transfers the business.
- (c) A bankruptcy petition is filed, voluntarily or involuntarily, on behalf of Borrower, if Borrower is declared insolvent, or if a motion is filed for a receiver to take control of the Subject Property or assets of Borrower.
- (d) Borrower must notify Lender immediately in writing in the event that (a), (b), or (c) above occurs or applies.
- (e) In the event of a default, Lender may pursue any legal remedy available to it, including but not limited to foreclosure against the Subject Property, to secure payment of any and all monies owed by Borrower. Nothing herein shall preclude Lender from waiving any breach or breaches which, in the sole judgment of Lender, are not substantial or do not affect the repayment of the loan herein prescribed. The remedies provided by this paragraph are cumulative and in addition to and independent of any other remedies given Lender by law.

4. Additional Terms and Conditions:

- (a) Borrower shall indemnify, hold harmless, and defend Lender, its officers, agents and employees, against any and all claims, demands, damages, costs, fines, expenses or liability costs arising out of the acquisition, development, operation or maintenance of the property described herein except for liability arising out of the sole negligence or willful misconduct of the Lender, its officers, agents or employees. In the event the City or its officers, agents or employees are named as co-defendant(s) in any court proceeding related to the business, the Borrower shall notify all affected parties of such fact and shall represent the Parties in such legal action unless the Parties undertake to represent themselves as co-defendant(s) in

such legal action, in which event an individual Party shall bear its own litigation costs, expenses and attorney’s fees.

(b) No delay or failure of City in the exercise of any right or remedy hereunder shall affect any such right or remedy and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof, and no action taken or omitted by City shall be deemed a waiver of any such right or remedy.

(c) Borrower waives demand, protest, presentment, notice of nonpayment, notice of protest, notice of dishonor, and diligence in bringing suit against any party and does hereby consent that time of payment of all or any part of said amount may be extended from time to time by the Lender hereof without notice.

(d) Borrower is responsible for any and all costs of collection of the loan amount, plus interest, including but not limited to any court costs and attorneys’ fees.

(e) In the event that Borrower desires to refinance any underlying mortgage, Lender agrees to subordinate this loan, which agreement shall not be unreasonably withheld.

(f) Any notice to the Borrower shall be given by personally delivering or mailing such notice by first-class mail, postage prepaid, addressed to the Borrower at the address set out below, or to such other address as the Borrower may designate by written notice to the Lender. Any notice to the Lender shall be given by mailing such notice by personal delivery or mailing such notice first class mail, postage prepaid, addressed to Lender at the address set out below. Notice shall be deemed received upon personal delivery or three (3) days after deposit in the U.S. Mail.

Borrower: Historic Oroville Inn, LLC.
Attn: Orville “Bud” Tracy
1453 Downer St.
Oroville, CA 95965

Lender: City of Oroville
Attn: City Administrator
1735 Montgomery Street
Oroville, CA 95965

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In witness whereof, the Parties signing below and authorized to do so have executed this Agreement as of the date(s) set forth below.

Borrower:

Lender:

By: Historic Oroville Inn, LLC

By: City of Oroville
Chuck Reynolds, Mayor

Date

Date



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

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

**RE: REVISED 2022 PLHA COMPETITIVE GRANT APPLICATION AND
RESOLUTION FOR LINCOLN STREET APARTMENTS PHASE I**

DATE: DECEMBER 6, 2022

SUMMARY

The Council may approve the filing of a revised application to the Department of Housing and Community Development (HCD) for \$2,500,00 for the new multi-family development of Lincoln Street Family Apartments Phase I.

DISCUSSION

Pursuant to the Building Homes and Jobs Act (SB2, 2017), the Department of Housing and Community Development has been collecting a \$75.00 recording fee on all real estate documents to increase the supply of affordable housing in California. SB2 established the Fund and authorizes the Department to allocate 70 percent of the monies collected and deposited into the Fund, beginning in calendar year 2019, to local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, on-going source of funding to local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local community. The non-entitlement competitive grant program component assists persons experiencing homelessness or are At-Risk of homelessness and to also provide investments that increase the supply of housing to households with incomes of 60 percent or less of the Area Median Income (AMI).

On August 2, 2021, the City was notified of a Community Development Block Grant Disaster Recovery (CDBG-DR) Multi-family Housing Program grant award in the amount of \$8,850,089 for Lincoln Street Family Apartments. On August 2, 2022, the City Council approved an amended resolution to increase the CDBG-DR award to include Lincoln Street Senior Apartments with an increased award amount of \$17,000,089. This amendment is in the process of being approved by State CDBG. Each phase will consist of sixty-one (61) units and at least 10% will be restricted to occupancy by tenants who are homeless or at risk of homelessness.

On November 15, 2022, Council approved the submittal of an application for Phase I in the amount of \$1,700,000 and for Phase II in the amount of \$2,500,000. Staff was notified by the developer, the Richman Group, that they had to make a change to their underwriting and increased the amount of the PLHA ask to \$2,500,000 for each project.

Lincoln Street Family Phase I- Though this project has an allocation of tax credits, CDBG-DR Multifamily Housing Funds and project-based vouchers, it has experienced three impacts: tax credit pricing expectations decreased, interest rates have increased and the project is experiencing general cost inflation in terms of architecture and engineering, insurance and construction costs. What was once a fully funded project now has a gap that the developer is trying to fill with PLHA funding.

The Richman Group is requesting partnership with the City of Oroville to apply for the PLHA funds in order to complete development of the Lincoln Street Apartments Phase I and Phase II.

FISCAL IMPACT

None. Five percent of the grant funds may be used for administrative costs.

RECOMMENDATION

1. Approve the submittal of PLHA Competitive Program grant application for \$2,500,000 for Lincoln Street Family Apartments Phase I.
2. Authorize staff to implement grant if awarded, and
3. Adopt Resolution No. 9115 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING THE APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM NON-ENTITLEMENT LOCAL GOVERNMENT COMPETITIVE COMPONENT FOR LINCOLN STREET FAMILY APARTMENTS PHASE I IN THE AMOUNT OF \$2,500,000.

ATTACHMENTS

Resolution No. 9115

**CITY OF OROVILLE
RESOLUTION NO. 9115**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING THE APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM NON-ENTITLEMENT LOCAL GOVERNMENT COMPETITIVE COMPONENT FOR LINCOLN STREET FAMILY APARTMENTS PHASE I IN THE AMOUNT OF \$2,500,000.

(‘Applicant’) hereby consents to, adopts and ratifies the following resolution:

- A. WHEREAS** the Department is authorized to provide up to \$24 million under the SB 2 Permanent Local Housing Allocation Program Competitive Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).; and
- B. WHEREAS**, the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated 10/14/2022 under the Permanent Local Housing Allocation (PLHA) Program Competitive Component.
- C. WHEREAS** the City of Oroville is an eligible non-entitlement Local government who has applied for program funds to administer an eligible activity; for the development of a new multi-family rental housing project Lincoln Street Family Apartments Phase I and the amount of CPLHA funds not to exceed \$2,500,000.
- D. WHEREAS**, the Department may award, subject to selection criteria set forth in PLHA guidelines section 403, funding allocations for applicants recommended for funding, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA competitive grant recipients.

NOW, THEREFORE, BE IT RESOLVED by the Oroville City Council as follows:

1. If Applicant is awarded a grant of PLHA funds from the Department pursuant to the above referenced PLHA Competitive Component NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant hereby agrees to use the PLHA funds for the eligible activity for which the Applicant has submitted an application, as set forth in Section 401 of the Guidelines, and as awarded and approved by the Department in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

3. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for the eligible Activity for which the Applicant has submitted an application, and consistent with all program requirements.
4. Applicant certifies that, if funds are awarded for the development of new multifamily housing at or below 60 AMI or substantial rehabilitation of multifamily rental housing at or below 60 percent of AMI, Applicant shall comply with Uniform Multifamily Regulations Subchapter 19, Title 25, Division 1, Chapter 7, commencing with Section 8300 and the Multifamily Housing Program Guidelines commencing with Section 7300,
5. Applicant certifies that, if funds are awarded for the development of an Affordable Rental Housing Development, the Local Government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Department-approved underwriting of the Project for a term of at least 55 years.
6. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
7. ***If applicable***, Applicant proposes allocation of funds for the awarded activity to Lincoln Street Family Apartments. Applicant certifies that the selection process that resulted in the allocation to Lincoln Street Family Apartments complied with all conflict of interest laws and prohibitions and was accessible to the public throughout the selection process and by request via the Public Records Act.
8. **The City Administrator** is authorized to execute the PLHA Competitive Component Program Application, the PLHA Competitive Component Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA Competitive Component grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on December 6, 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

CERTIFICATE AND SIGNATURE OF THE ATTESTING OFFICER

The undersigned, Officer of the City of Oroville does hereby attest and certify that City Council of the City of Oroville Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City Council of the City of Oroville which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST:

Signature of Attesting Officer

Jackie Glover, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS, CITY COUNCIL MEMBERS

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

**RE: APPROVE AGREEMENT FOR ENCAMPMENT RESOLUTION FUNDING
GRANT NUMBER 22-ERF-2-L-10006 AND AUTHORIZE THE
EXECUTION OF SUB-RECIPIENT AGREEMENT WITH OROVILLE
RESCUE MISSION FOR MISSION ESPERANZA**

DATE: DECEMBER 6, 2022

SUMMARY

The City Council may consider approving an agreement in the amount of \$2,733,374.11, with the California Business, Consumer Services and Housing Agency for Encampment Resolution grant number 22-ERF-2-L-10006, funding to support capacity building efforts to provide outreach, housing and supportive services to unsheltered persons residing in the city of Oroville.

Additionally, the City Council may consider authorizing the execution of a sub-recipient agreement with the Oroville Rescue Mission to provide housing and supportive services articulated for Mission Esperanza.

DISCUSSION

The State of California has established the Encampment Resolution Funding (ERF) Program pursuant to Division 31 of the Health and Safety Code. The Program is administered by the California Interagency Council on Homelessness (Cal ICH) in the Business, Consumer Services and Housing Agency. The ERF provides one-time, competitive grant funds to local jurisdictions to fund local demonstration projects that feature data-informed, innovative service delivery models and cross systems collaborations that support individuals experiencing homelessness in encampments towards a meaningful path to safe and stable housing through low-barrier, Housing First approaches.

In December 2021, city staff, in partnership with the Oroville Rescue Mission (Mission), submitted a competitive application that was awarded funding in October 2022 under Round 2 Lookback funds. The city will enter into a sub-recipient agreement with the Mission to provide housing and supportive services articulated in the city's response to the state's Request for Applications.

FISCAL IMPACT

No impact to the General Fund. Potential revenue for encampment resolution and housing activities in the amount of \$2,733,374.11.

RECOMMENDATION

1. Adopt Resolution No. 9112- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA APPROVING THE GRANT AWARD NUMBER 22-ERF-2-L-10006 OF \$2,733,374.11 FOR ENCAMPMENT RESOLUTION FUNDING.
2. Adopt Resolution No. 9113- A RESOLUTION AUTHORIZING THE EXECUTION OF A SUB-RECIPIENT AGREEMENT WITH THE OROVILLE RESCUE MISSION TO PROVIDE THE NECESSARY HOUSING AND SUPPORTIVE SERVICES IN SUPPORT OF THE ENCAMPMENT RESOLUTION FUNDING.

ATTACHMENTS

1. Resolution 9112
2. Resolution 9113
3. STD 213 Standard Agreement Cover Page
4. Exhibits A-E

**CITY OF OROVILLE
RESOLUTION NO. 9112**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA
APPROVING THE GRANT AWARD NUMBER 22-ERF-2-L-10006 OF \$2,733,374.11 FOR
ENCAMPMENT RESOLUTION FUNDING.**

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

1. The Oroville City Council hereby approves the grant award of \$2,733,374.11 for Encampment Resolution Funding.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on December 6, 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
RESOLUTION NO. 9113**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA
AUTHORIZING THE EXECUTION OF A SUB-RECIPIENT AGREEMENT WITH THE
OROVILLE RESCUE MISSION TO PROVIDE NECESSARY HOUSING AND SUPPORTIVE
SERVICES IN SUPPORT OF THE ENCAMPMENT RESOLUTION FUNDING.**

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

1. The Oroville City Council hereby authorizes the execution of a sub-recipient agreement with the Oroville Rescue Mission to provide necessary housing and supportive services in support of the encampment resolution funding.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on December 6, 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

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE OROVILLE RESCUE MISSION FOR MISSION ESPERANZA (22-ERF-2-L-10006)

THIS AGREEMENT entered this 6TH day of DECEMBER 2022 by and between the City of Oroville (herein called the “Grantee”) and Oroville Rescue Mission. (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the California Business, Consumer Services and Housing Agency Encampment Resolution Funding Grant Program (“the Department/Cal ICH”) pursuant to Division 31 of the Health and Safety Code; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for an eligible activity entitled Mission Esperanza, funded under Encampment Resolution Funding, 22-ERF-2-L-10006; which provides one-time, competitive grant funds to local jurisdictions to fund local demonstration projects that feature data-informed, innovative service delivery models and cross systems collaborations that support individuals experiencing homelessness in encampments towards a meaningful path to safe and stable housing through low-barrier, Housing First approaches.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

Subrecipient will be responsible for administering ERF Grant 22-ERF-2-L-10006 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Subrecipient shall manage, operate, coordinate all activities of the Oroville Rescue Mission during the entire term of the Agreement with Cal ICH and under the same terms and conditions of the Encampment Resolution Funding grant agreement, the Request for Applications under which the Grantee and Subrecipient collaboratively applied, and Cal ICH guidance or directions, and the requirements appearing in the statutory authority for the ERF Program. Such program will include the following activities eligible under the ERF Grant program:

Program Delivery

Activity #1: **Direct Services and Housing**

Provide staff to conduct outreach, engagement, case management, life skills training, housing navigation and transportation services that feature data-informed, innovative service delivery and cross systems collaboration that support individuals experiencing homelessness in encampments move towards safe and stable housing through nonpunitive, low-barrier, person-centered, housing first approaches (W&I Code Section 8255).

Activity #2: Direct Services and Housing

Provide both congregate and non-congregate sheltering services; 3 meals per day; access to bathrooms, showers and laundry services; storage for guests; access to supportive services/linkages; and security for the environment.

Activity #3: Direct Services and Housing

Enter all required data elements and supplemental client information into the Continuum of Care's Homeless Management Information System (HMIS). All intakes and assessments must be entered into the HMIS system within 48 hours of program entry.

Subrecipient will also conduct all administrative duties in conjunction with activities #1 and #2, above.

B. Reporting, Evaluation and Audits

Subrecipient is required to provide Grantee, and/or Cal ICH with all data and outcomes that may inform an assessment of the funded project. Subrecipient shall work with the Grantee's consultant to provide quarterly outcomes and a final work product report prior to this Agreement's termination. Subrecipient shall submit all programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template provided by Cal ICH. Subrecipient is required to provide:

- Outreach and service path data at the anonymized, individual level;
- Current housing status of persons served in the aggregate;
- Status of funding as presented in the budget included herein at Attachment A
- Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes

If Cal ICH requires the Mission Esperanza project to be evaluated by a third-party, Subrecipient shall participate in the program evaluation and provide all requested data and documentation to the third-party evaluator upon request.

C. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against outcomes as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

I. **TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 6th day of December 2022__ and end on September 30, 2025 . The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of Encampment Resolution funds. Subrecipient is expected to continue performing until March 31, 2026 to ensure the timely and accurate reporting, candid communication of success or shortcomings and availability of person, information or materials.

II. **BUDGET**

Grantee shall provide a quarterly advance to Subrecipient to cover costs of Subrecipient staffing and service provision per the approved budget (Attachment A-highlighted line items in blue).

Any indirect costs charged must be consistent Attachment A of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

III. **PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$1,290,015. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Grantee shall advance to Subrecipient, in equal installments, an amount not to exceed \$107,501 per quarter, to cover the costs of staffing, services and administration.

IV. **NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), or electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

V. **SPECIAL CONDITIONS**

Cal ICH and Grantee maintain sole authority to determine if Subrecipient is acting in compliance with the program objectives and may direct the Subrecipient to take specified actions or risk breach of this Agreement. **GENERAL CONDITIONS**

A. **General Compliance**

The Subrecipient agrees to comply with all applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. Pertaining to Harm Reduction Philosophy and implementation, the Subrecipient agrees to comply with

all Oroville municipal codes. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

F. Insurance

Subrecipient 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 in connection with the performance of the work hereunder and the results of that work by the Subrecipient, its agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers’ Compensation insurance as required by the State of California and Employee’s Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant’s profession. 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: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity 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 Entity, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
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 Entity.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code

Acceptability of Insurers

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

Verification of Coverage

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

G. Assignment

This Agreement is not assignable by the Subrecipient either in whole or in part, without the consent of the Grantee in the form of a formal written amendment.

H. Amendments

This Agreement any be amended modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provision of this Agreement to the extent such provision is for the benefit of the waiving party. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on either party.

I. Suspension or Termination

Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Cal ICH program guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

J. Disputes
Subrecipient shall continue with the responsibilities under this Agreement during any dispute.

K. Indemnification

Subrecipient agrees to indemnify, defend and hold harmless the Grantee, its officers, agency and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement., and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Subrecipient in the performance of this Agreement.

VI. ADMINISTRATIVE REQUIREMENTS

A. Inspection and Retention of Records

1. Records to be Maintained

Cal ICH or Grantee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. Subrecipient agrees to provide Cal ICH or Grantee with any relevant information requested. Subrecipient agrees to give Cal ICH or Grantee access to is premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts and other materials that may be relevant to an investigation of compliance with the ERF program laws, al ICH guidance or directives, and this Agreement.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after the termination of this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's

responsibilities with respect to services provided under this contract, is prohibited by State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Nondiscrimination

Subrecipient shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex/gender, sexual orientation, gender identify, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability, mental disability, medical condition, age, genetic information, marital status, military or veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

5. Subrecipient is subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411.

6. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Subrecipient hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, Section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code Section 8355, subdivision (a)(1).

a) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

- i. The dangers of drug abuse in the workplace;
- ii. Grantee's policy of maintaining a drug-free workplace;

iii. Any available counseling, rehabilitation, and employee assistance program; and

iv. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

b) Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

i. Will receive a copy of Grantee's drug-free policy statement, and

ii. Will agree to abide by terms of Grantee's condition of employment or subcontract.

7. Child Support Compliance Act

Subrecipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limit to , disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 of Part 5 of Division 9 of the Family Code.

B. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Reports

The Subrecipient shall submit regular Progress, Financial and Annual Reports to the Grantee in the form, content, and frequency as required by the Grantee and Cal ICH.

A. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

- a) Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.
- b) Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c) Content: The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

VII. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VIII. Waiver

Subrecipient's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IX. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

Subrecipient agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the Encampment Resolution program, the Grantee, its subrecipients, and all eligible activities.

Subrecipient shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Subrecipient shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Subrecipient shall provide copies of permits and approvals to Cal ICH upon request.

XII. Inspections

a) Subrecipient shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

b) Cal ICH rad Grantee reserve the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

c)Subrecipient agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the contractors/vendors until it is corrected.

X. **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Oroville:

Oroville Rescue Mission

By _____
Chuck Reynolds, Mayor

By _____
Allan Dikes, Executive Director

Approved as to Form:

Attest:

By _____
Scott E. Huber, City Attorney

By _____
Bill LaGrone, City Administrator

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-ERF-2-L-10006

PURCHASING AUTHORITY NUMBER 010725

Item 15.

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

City of Oroville

2. The term of this Agreement is:

START DATE

Upon BCSH Approval

THROUGH END DATE

9/30/2025

3. The maximum amount of this Agreement is:

\$2,733,374.11 (Two Million Seven Hundred Thirty Three Thousand Three Hundred Seventy Four Dollars and Eleven Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Authority, Purpose and Scope of Work	6
Exhibit B	Budget Detail and Disbursement Provisions	4
Exhibit C	State of California General Terms and Conditions	1
+ - Exhibit D	General Terms and Conditions	10
+ - Exhibit E	Special Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Oroville

CONTRACTOR BUSINESS ADDRESS

1735 Montgomery St

CITY

Oroville

STATE

CA

ZIP

95965

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-ERF-2-L-10006	PURCHASING AUTHORITY NUMBER 010725	<i>Item 15.</i>
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 350-A

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramírez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Encampment Resolution Funding Program
Round 2, Lookback Disbursement (ERF-2-L)
Standard Agreement**

**EXHIBIT A
AUTHORITY, PURPOSE, AND SCOPE OF WORK**

1) **Authority**

The State of California has established the Encampment Resolution Funding Program (“ERF” or “Program”) pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. Amended by SB 197 (Statutes of 2022, Chapter 70, Sec.3-8, effective June 30, 2022).

The Program is administered by the California Interagency Council on Homelessness (Cal ICH) in the Business, Consumer Services and Housing Agency (“Agency”). ERF provides one-time, competitive grant funds to continuums of care and / or local jurisdictions as defined below. To date, there have been two rounds of the Encampment Resolution Funding Program. This Standard Agreement governs the Lookback Disbursement in Round 2 of the ERF Program (“ERF-2-L”). For this Standard Agreement, ERF-2-L is synonymous with “ERF” or “Program”.

This Standard Agreement along with all its exhibits (“Agreement”) is entered into by the Cal ICH and a continuum of care or a local jurisdiction (“Grantee”) under the authority of, and in furtherance of, the purpose of the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Request for Applications (“RFA”) under which the Grantee applied, the representations contained in the Grantee’s application, Cal ICH guidance or directives, and the requirements appearing in the statutory authority for the Program cited above.

2) **Purpose**

As stated in the RFA, the program incorporates two interdependent objectives.

- a) The Program funds local demonstration projects that feature data-informed, innovative service delivery models and cross systems collaborations that support individuals experiencing homelessness in encampments towards a meaningful path to safe and stable housing through non-punitive, low-barrier, person-centered, Housing First approaches. These projects must comply with the principles of Housing First as defined in Welfare and Institutions Code Section 8255, must serve a specific encampment site, and be designed to achieve sustainable outcomes for both recipients of services and the encampment site to be resolved.

- b) In close partnership with Grantees, Cal ICH or its agents will analyze Grantee’s demonstration projects to evaluate activities and outcomes for the purpose of sharing scalable and replicable encampment resolution models that may be implemented across the state.

3) **Definitions**

The following Encampment Resolution Funding Program terms are defined in accordance with Health and Safety Code Section 50250, Subdivisions (a) – (l);

- (a) “Additional funding round moneys” means moneys appropriated for the program in or after fiscal year 2022–23.
- (b) “Agency” means the Business, Consumer Services, and Housing Agency.
- (c) “Applicant” means a continuum of care or local jurisdiction
- (d) “Continuum of care” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
- (e) “Council” means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- (f) “County” includes, but is not limited to, a city and county.
- (g) “Funding round 1 moneys” means moneys appropriated for the program in fiscal year 2021–22.
- (h) “Homeless” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
- (i) “Local jurisdiction” means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
- (j) “Program” means the Encampment Resolution Funding program established pursuant to this chapter.
- (k) “Recipient” means an applicant that receives grant funds from the council for the purposes of the program.
- (l) “State right-of-way” means real property held in title by the State of California

Additional definitions for the purposes of ERF program:

“Grantee” is synonymous with “Recipient”

“Subrecipients” or “subgrantees” are entities that receive subawards from “recipients” or “grantees” to carry out part of the Program.

“Expended” means all ERF funds obligated under contract or subcontract that have been fully paid and receipted, and no invoices remain outstanding.

“Obligate” means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF funding. Grantees must obligate the funds by the statutory deadlines set forth in this Exhibit A.

4) **Scope of Work**

This Scope of Work identifies the terms and conditions necessary to accomplish the Program’s intended objectives.

As detailed in [Exhibit A.2](#), the Program has two, interdependent objectives. First, grantees will implement ERF funded local demonstration projects. Second, in close partnership with Grantees, Cal ICH will evaluate the manner and outcomes of this implementation. Those learnings will be shared across the state.

Grantees will implement their ERF funded local demonstration projects in compliance with the terms and conditions of this Agreement, the Request for Applications (“RFA”) under which the Grantee applied, the representations contained in the Grantee’s application, Cal ICH guidance or directives, and the requirements per the authorizing statute.

Permissible eligible uses and activities are detailed below in [Exhibit B](#), Budget Details and Disbursement Provisions. Prior to fully executing this agreement, Grantees must standardize their budget using an Cal ICH provided budget template.

Because of the legislative intent to share scalable and replicable encampment resolution models, Grantees are expected to be close partners with Cal ICH. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, or materials.

Quarterly reporting requirements are detailed below in [Exhibit D.4](#), Reporting, Evaluation, and Audits.

Fiscal deadlines are detailed below in [Exhibit A.6](#), Effective Date, Term of Agreement, and Deadlines.

Grantees shall complete a Final Work Product (As detailed below in [Exhibit A.6.d.](#)) and participate in a program evaluation regarding their implementation of ERF awards. To support this effort, Cal ICH will make Technical Assistance available.

Cal ICH maintains sole authority to determine if a grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH’s discretion in making these determinations are absolute and final.

5) **Cal ICH Contract Coordinator**

The Cal ICH’s Contract Coordinator for this Agreement is the Council’s Grant Development Section Chief or the Grant Development Section Chief’s designee. Unless otherwise instructed, any communication shall be conducted through email to the Cal ICH Contractor Coordinator or their designee. If documents require an original signature, the strongly preferred form is an e-Signature in accordance with the Uniform Electronic Transactions Act (UETA). If an Awardee is unwilling or unable to sign a document electronically, BCSH shall accept wet or original signed documents. These documents containing wet signatures should be both mailed to Cal ICH and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents. The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business, Consumer Services and Housing Agency	City of Oroville
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	801 Capital Mall, 6 th floor Sacramento, CA, 95814	1735 Montgomery St., Oroville, CA 95965
CONTRACT COORDINATOR	Jeannie McKendry	Suzi Kochems
PHONE NUMBER:	(916) 510-9446	(530) 228-7811
EMAIL ADDRESS:	Jeannie.McKendry@bcsh.ca.gov and calichgrants@bcsh.ca.gov	suzi@silkconsultinggroup.com

The Council reserves the right to change their Cal ICH Contractor Coordinator, designee, and / or contact information at any time with reasonable notice to the Grantee.

All requests to update the Grantee information listed within this Agreement shall be emailed to the Cal ICH grant’s general email box at calichgrants@bcsh.ca.gov.

Initial Here _____

6) **Effective Date, Term of Agreement, and Deadlines**

- a) This Agreement is effective upon execution by Cal ICH. This is indicated by the Cal ICH provided signature and date on the second page of the accompanying STD. 213, Standard Agreement.
- b) Performance shall start no later than 30 days, or on the express date set by Cal ICH and the grantees, after all approvals have been obtained and the Grant Agreement is fully executed. Should the grantee fail to commence work at the agreed upon time, Cal ICH, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement.
- c) Grantees will continue to perform until the Agreement is terminated, including data reporting and participation in program evaluation activities, as needed.
- d) This Agreement will terminate on March 31, 2026.

Grantees shall submit a Final Work Product by September 30, 2025. The Final Work Product will include programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by Cal ICH

Cal ICH will review submitted Final Work Products and collaborate with Grantees to cure any deficiencies by March 31, 2026.

Grantees are expected to continue performing until March 31, 2026. This means timely and accurate reporting, candid communication of success or shortcomings, and availability of persons, information, or materials.

- e) Expenditure Deadlines:
 - i. Grantees shall expend no less than 50 percent of Program funds by June 30, 2024. Any funds not expended by this date shall be returned to the council pursuant to HSC Section 50253(d). Cal ICH will use quarterly fiscal reporting as required in [Exhibit D.4.a.](#) of this agreement to determine the amount to be returned.
 - ii. All Program funds (100 percent) shall be expended by June 30, 2025. Any funds not expended by this date shall revert to the fund of origin pursuant to HSC Section 50253(d).
- f) Obligation Deadlines:

All Program funds (100 percent) shall be obligated by June 30, 2024. Recipients that do not meet this requirement shall submit to the council within 60 days of the end of the second fiscal year a plan for obligating 100 percent of their allocation within six months. The council may subject recipients that do not meet the underlying 100 percent obligation requirement to additional corrective action determined by the council.

7) **Special Conditions**

Cal ICH maintains sole authority to determine if a grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

**Encampment Resolution Funding Program
Standard Agreement**

**EXHIBIT B
BUDGET DETAIL and DISBURSEMENT PROVISIONS**

1) General Conditions Prior to Disbursement

All Grantees must submit the following completed forms prior to Encampment Resolution funds being released:

- Request for Funds Form (“RFF”)
- STD 213 Standard Agreement form and initialed Exhibits A through E
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

2) Disbursement of Funds

Encampment Resolution funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS), and the State Controller’s Office (SCO).

The RFF must include the total amount of Program funds proposed to be expended. The Encampment Resolution funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

3) Budget Details and Expenditure of Funds

The Grantee shall expend Program funds on eligible uses and activities as detailed in the submitted standardized budget. Grantees must standardize their budget using an Cal ICH provided budget template. Cal ICH reserves the right to direct specific line-item changes in the originally submitted Application budget or subsequently submitted standardized budgets.

To ensure efficient and reliable processing, grantees shall submit budget change requests through a designated submission portal (i.e., currently Cognito, though subject to change). These requests will be reviewed in the first week of each month. Failure to submit by 5 pm on the 1st day of the month subjects a Grantee to having their budget change request being reviewed the following month. Cal ICH may consider budget change requests outside of this timeline and through email as needed due to documented, exigent circumstances. Grantees carry the burden to anticipate foreseeable budget change requests and should plan accordingly.

Cal ICH reserves the right to amend or adjust this process as necessary.

Budget Changes

Initial Here _____

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by Cal ICH so long as the total expenditures (actual and projected) for each eligible use category remain the same as approved in the standardized budget.

Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's Grant Development Section Chief or their designee, in writing, before the Grantee may expend Program funds according to an alternative standardized budget. The Grant Development Section Chief will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or their designee as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed below in [Exhibit D.6](#). Breach and Remedies.

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal change as considered by a reasonable project manager should be submitted to Cal ICH for approval.

These eligible uses and activities must be consistent with Health and Safety Code (HSC) Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the Request for Applications ("RFA") under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in [Exhibit A.2](#). Purpose.

Eligible uses and activities include, but are not limited to, the following:

Direct Services and Housing Options: activities to address immediate crisis needs and paths towards safe and stable housing for people living in encampments including, but not limited to, street outreach and engagement, housing and/or systems navigation, interim housing, and permanent housing.

Capacity Building: activities to enhance the systems carrying out the demonstration project including, but not limited to, service coordination efforts, establishing and strengthening cross-system partnerships, and workforce development including specialized training and contracting with providers of culturally specific interventions.

Sustainable Outcomes: activities and interventions to ensure sustained outcomes for the people served and to support sustained restoration of encampment sites to their intended or original state.

Administration: up to 5% of awarded Program funds may be applied to administrative costs.

Program funds shall not be expended on Ineligible Costs as detailed immediately below.

4) **Ineligible Costs**

Encampment Resolution funds shall not be used for costs associated with activities in violation, conflict, or inconsistent with Health and Safety Code (HSC) Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the Request for Applications (“RFA”) under which the Grantee applied, representations contained in the Grantee’s application, and the Purpose of the Program as detailed in [Exhibit A.2](#). Purpose.

Costs shall not be used for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

Moreover, no parties to this contract nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of Encampment Resolution fund expenditures.

Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use Encampment Resolution funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH at an amount and timeframe determined by Cal ICH.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to Cal ICH by the Grantee at an amount and timeframe determined by Cal ICH.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including site restoration or waste management.

Unless expressly approved by Cal ICH in writing reimbursements are not permitted for any Program expenditures prior to this Agreement’s date of execution.

**Encampment Resolution Funding Program
Standard Agreement**

**EXHIBIT C
STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS**

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2>

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

**Encampment Resolution Funding Program
Standard Agreement**

**EXHIBIT D
GENERAL TERMS AND CONDITIONS**

1) Termination and Sufficiency of Funds

a) Termination of Agreement

Cal ICH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in [paragraph 6](#) of this Exhibit D; violation of any federal or state laws; or withdrawal of Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's specified date of termination.

b) Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within [Exhibit D.12](#). (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

3) Grantee's Application for Funds

Grantee submitted a budget to Cal ICH as part of their application for the Program. Prior to fully executing this agreement, Grantees must standardize their application's budget using an Cal ICH provided budget template.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications (e.g., standardized budget)

and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) **Reporting, Evaluation, and Audits**

a) **Reporting Requirements**

- i. Grantee is required to provide Cal ICH or its agents with all data and outcomes that may inform an assessment of the funded project. Grantees shall report quarterly and have one Final Work Product submitted prior to this Agreement's termination. Grantees will be required to provide:
 - Outreach and service path data at the anonymized, individual level;
 - Current housing status of persons served in the aggregate;
 - Status of funding as presented in the Cal ICH approved, standardized budget; and
 - Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Cal ICH's discretion in identifying which information shall be included in these reports is absolute and final.

Pursuant to Health and Safety Code (HSC) Section 50254, grantees shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

Pursuant to HSC Section 50254(b)(3), Grantees shall report individual, client-level data for persons served by grant funding to the council, in addition to any data reported through local Homeless Management Information System, as required by the council for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

Pursuant to HSC Section 50254(b)(4), Council staff may use information reported directly from grantees and through statewide Homeless Data Integration System for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

- ii. The quarterly reports shall be submitted on a template to be provided by Cal ICH at least 90 days prior to the first reporting deadline. Cal ICH may request interim reports as needed and will provide no less than 30 days' notice to Grantees.
- iii. If the Grantee fails to provide any such report, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

b) Evaluation

- i. At Cal ICH's discretion, Grantees shall participate in a program evaluation regarding their implementation of ERF awards. To support this effort, the Cal ICH will contract a third party to complete the evaluation.
- ii. Grantees are expected to be close partners with Cal ICH for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of success or challenges, and availability of persons, information, or materials. More specifically, Grantees must cooperate with Cal ICH or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by Cal ICH or its designee.
- iii. For the purpose of evaluation, Cal ICH or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. Cal ICH will comply with Grantee's site visit terms during any site visits.
- iv. Grantees should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Grantee or subgrantee.
- v. Grantees shall notify Cal ICH and provide copies of any reports or findings if Grantee conducts or commissions any third-party research or evaluation regarding their funded project.
- vi. All terms and conditions that apply to reporting similarly apply to evaluation.

c) Auditing

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial

audit prepared by a certified public accountant. Should an audit be required, the Grantee shall adhere to the following conditions:

- i) The audit shall be performed by an independent certified public accountant.
- ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.
- iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) **Inspection and Retention of Records**

a) **Record Inspection**

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Encampment Resolution Funding Program laws, Cal ICH guidance or directives, and this Agreement.

b) **Record Retention**

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6) **Breach and Remedies**

a) **Breach of Agreement**

Breach of this Agreement includes, but is not limited to, the following events:

- i. Grantee's failure to comply with the terms or conditions of this Agreement.
- ii. Use of, or permitting the use of, Encampment Resolution funds provided under this Agreement for any ineligible activities.
- iii. Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement

In addition to any other remedies that may be available to Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

- i. Conduct a program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.
 - ii. Bar the Grantee from applying for future Encampment Resolution funds;
 - iii. Revoke any other existing Encampment Resolution award(s) to the Grantee;
 - iv. Require the return of any unexpended Encampment Resolution funds disbursed under this Agreement;
 - v. Require repayment of Encampment Resolution funds disbursed and expended under this Agreement;
 - vi. Require the immediate return to Cal ICH of all funds derived from the use of Encampment Resolution funds
 - vii. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with Encampment Resolution requirements.
- c) All remedies available to Cal ICH are cumulative and not exclusive.
- d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 14 days.

7) Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Cal ICH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these

provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Cal ICH to enforce these provisions.

8) **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411.

- a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract

in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

- c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, Section 81000 et seq.).
- d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) **Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, Section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code Section 8355, subdivision (a)(1).

- a) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Grantee's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance program; and

- iv. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.
- b) Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
 - i. Will receive a copy of Grantee’s drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee’s condition of employment or subcontract.

11) Child Support Compliance Act

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12) Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in [Exhibit E](#). These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of Encampment Resolution funds. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
 - i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

- ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
- iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
- iv. Agree to include and enforce all the terms of this Agreement in each subcontract.

13) **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the Encampment Resolution program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Cal ICH upon request.

14) **Inspections**

- a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) **Litigation**

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

- b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

**Encampment Resolution Funding Program
Standard Agreement**

**EXHIBIT E
SPECIAL TERMS AND CONDITIONS**

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities and reported on as required by Cal ICH.
- 2) Grantee shall utilize its local Homeless Management Information System (HMIS) to track Encampment Resolution funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by funding (e.g., by creating appropriate - Encampment Resolution specific funding sources and project codes in HMIS).
- 3) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code Section 50254. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.
- 4) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH and report to Cal ICH on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
- 5) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape

all levels of planning and implementation, including through opportunities to hire people with lived experience.

- 6) Cal ICH maintains sole authority to determine if a grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND OROVILLE CITY COUNCIL MEMBERS

FROM: BILL LAGRONE, CHIEF OF POLICE

**RE: CONSIDER AND ADOPT THE SIDE LETTER AGREEMENT BETWEEN
THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICER'S
ASSOCIATION SWORN AND NON-SWORN UNITS**

DATE: DECEMBER 6, 2022

SUMMARY

The City Council will consider and adopt the side letter agreement between the City of Oroville and the Oroville Police Officer's Association Sworn and Non-Sworn Units (OPOA).

DISCUSSION

For the past year it has been extremely difficult to recruit and retain personnel at the Police Department. It has been particularly difficult to attract new Police Officers. This trend is not limited to Oroville. The Policing profession has been under heavy scrutiny for many reasons. There has been concerted efforts to undermine and discredit the policing profession. Some of these efforts have been earned others are for less than honorable reasons. To compound the problem inflation has played a serious role in driving Officers to other agencies that have better pay and benefits. It is not uncommon for an Officer to move on due to pay.

The City has traditionally been competitive in our pay structure; due to the length of the prior contract and fast-moving inflation we are no longer competitive. To keep ourselves competitive and retain the Officers, we currently employ it is necessary to adjust our pay structure. Staff has worked with the OPOA and our negotiators and developed a structure that will make our department competitive with surrounding agencies.

The negotiated tentative agreement includes a competitive pay scale as well as Senate Bill 2 language and shift differently pay clean up language.

The pay scale suggested in based on time in grade, once an Officer reaches a certain amount of time in the profession, they will advance to the next pay step. See attached side agreement of additional detail.

The shift differential is based on swing shift and graveyard shift. The shift differential language simply cleans up start times for these shifts. See attached side agreement of additional detail.

The Senate Bill 2 language clarifies what will happen while POST reviews the decertification of a Police Officers credentials. It was important to include this language to ensure all parties are aware of the process if an event occurs that necessitate this process. See attached side agreement of additional detail.

The Oroville Police Officer's Association Sworn and Non-Sworn Units (OPOA) has met and negotiated these side letter agreements. Staff is recommending this agreement be retroactive to November 28, 2022, the start of the most current pay period.

FISCAL IMPACT

The fiscal impact will be approximately \$235,000 annually and \$137,083 for the remainder of this current fiscal year ending 6/30/23.

RECOMMENDATION

Adopt A SIDE LETTER AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS' ASSOCIATION - SWORN UNIT AND NON-SWORN UNIT.

THE OROVILLE POLICE OFFICERS' ASSOCIATION NON-SWORN UNIT
SIDE LETTER AGREEMENT

TO

FEBRUARY 19, 2019 – JUNE 30, 2023
MEMORANDUM OF UNDERSTANDING

Pursuant to the Meyers-Milias-Brown Act (“MMBA”), this Side Letter Agreement is entered into on December 6, 2022, between the City of Oroville (“City”) and the Oroville Police Officers’ Association herein referred to as (“OPOA”)(Non-Sworn).

It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral and written, regarding the matters contained herein. The parties have met and conferred in good faith and the OPOA NS and the City agree as follows:

The parties have agreed to the following revisions:

9.1 SALARY

Existing language:

9.1 The City agrees to compensate OPOA employees in accordance with the Classification and Compensations as set forth in the attached Exhibit “A”

Replaced with:

9.1 The City agrees to compensate OPOA employees in accordance with the Classification and Compensations as set forth below:

Position	0-18 months	19-36 Months	37 months and above
Police Officer	75,013 / 36.06 hrly	78,764 / 37.86 hrly	82,702 / 39.76 hrly
Police Sergeant	93,844 / 45.12 hrly	98,536 / 47.37 hrly	103,463 / 49.74 hrly
Dispatcher	51,848 / 24.93 hrly	54,441 / 26.17 hrly	57, 163 / 27.48 hrly
Admin Assistant	51,768 / 24.88 hrly	54,365 / 26.13 hrly	57,074 / 27.44 hrly
Records Clerk	43,381 / 20.86 hrly	45,550 / 21.90 hrly	47,827 / 22.99 hrly

13.1 SHIFT DIFFERENTIAL PAY – Employees working swing shift (between the hours 1600 and 2000) shall receive an additional \$0.58 per hour to their base pay for shift differential. Employees working the graveyard shift (between the hours of 2000 and 0600) shall receive an additional \$1.16 per hour to their base pay for shift differential pay.

Replaced with:

13.1 Shift Differential Pay

The Oroville Police Department has three set hours of operation designated as (Day Shift 0600-1400), (Swing Shift 1400-2200), (Graveyard Shift 2200-0600). Any hours worked between 0600-1400 would not receive any shift differential over the hourly rate of pay. Any hours worked between 1400-2200 would receive \$.58 shift differential over the hourly rate of pay. Any hours worked between 2200-0600 would receive \$1.16 shift differential over the hourly rate of pay. For example, an officer working 0600 to 1800 (12 Hrs.) would receive no shift differential for hours worked from 0600 to 1400 but would receive swing shift differential of \$.58 for hours worked from 1400 to 1800. For an officer working 1800 to 0600 (12 Hrs.) would receive swing shift differential for hours between 1800 – 2200 and would receive graveyard differential for hours between 2200-0600. For an officer working 1200-2400 (12Hrs.) they would receive no shift differential for hours worked from 1200-1400, would receive swing shift differential of \$.58 for hours worked from 1400-2200 and graveyard differential of \$1.16 for hours worked from 2200-2400. Shift Differential shall not be applied for paid absence from duty such as sick leave, safety time, vacations, holidays, or any paid time off from accruals. Shift differentials shall only apply to hours actually worked.

This Side-Letter Agreement modifies the original language but not the intent and the current practices of the Parties. The signatures below indicate agreement with the above-described interpretation of the relevant MOU language and further indicate that each person signing has the authority to act on behalf of his/her principals.

Oroville Police Officers Association,

CITY OF OROVILLE

Date: _____

Date: _____

By: _____
Donna Powers,
Vice-President OPOA NS

By: _____
Bill LaGrone,
City Administrator

THE CITY OF OROVILLE

AND

**THE OROVILLE POLICE OFFICERS' ASSOCIATION SWORN UNIT
SIDE LETTER AGREEMENT**

TO

**FEBRUARY 19, 2019 – JUNE 30, 2023
MEMORANDUM OF UNDERSTANDING**

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It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral and written, regarding the matters contained herein. The parties have met and conferred in good faith and the OPOA and the City agree as follows:

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Replaced with:

13.1 Shift Differential Pay

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34.8 Appeal of Disciplinary Action

- A. Within ten (10) work days after receipt of the Final Notice of Disciplinary Action, disciplinary actions may be appealed to advisory arbitration. Notice of the appeal must be filed with the City Personnel Office. If the employee fails to file a notice of appeal within this time period, the disciplinary action shall become final and there shall be no further appeal.
- B. Appeals of disciplinary actions to advisory arbitration shall be pursuant to Article Thirty Five (Grievance Procedure) of this Memorandum of Understanding.
 - a. An appeal of a disciplinary action is a complaint of a permanent employee to determine whether or not there was cause for the disciplinary action, equitable discipline for the offense committed, bias and or investigatory issues arising during the investigation of the complaint.
 - b. The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by The Bargaining Unit, self-represented, or independent counsel, and the City, which may be represented by the Personnel Department or counsel.

- c. The fees and expenses of the arbitrator, a court reporter, and a transcript if required by the arbitrator, shall be shared equally by both parties. Advisory arbitration is the exercise of due process regarding an employee's property interest in his or her profession.

Item 16.

Replaced with:

34.8 Appeal of Disciplinary Action

- A. Within ten (10) work days after receipt of the Final Notice of Disciplinary Action, disciplinary actions may be appealed to advisory arbitration. Notice of the appeal must be filed with the City Personnel Office. If the employee fails to file a notice of appeal within this time period, the disciplinary action shall become final and there shall be no further appeal.
- B. Appeals of disciplinary actions to advisory arbitration shall be pursuant to Article Thirty Five (Grievance Procedure) of this Memorandum of Understanding.
- a. An appeal of a disciplinary action is a complaint of a permanent employee to determine whether or not there was cause for the disciplinary action, equitable discipline for the offense committed, bias and or investigatory issues arising during the investigation of the complaint.
- b. The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by The Bargaining Unit, self-represented, or independent counsel, and the City, which may be represented by the Personnel Department or counsel.
- c. The fees and expenses of the arbitrator, a court reporter, and a transcript if required by the arbitrator, shall be shared equally by both parties. Advisory arbitration is the exercise of due process regarding an employee's property interest in his or her profession.
- d. If any employee successfully appeals a disciplinary action which resulted in the suspension or revocation of an Officer's State of California Commission on Peace Officer's Standards and Training (POST) Basic Certification, including City Council Review Pursuant to Section 31.16, that employee will be placed on unpaid administrative leave pending POST reinstatement of Basic Certification. No award of back-pay will be provided to employee while awaiting reinstatement of Basic Certification.

This Side-Letter Agreement modifies the original language but not the intent and the current practices of the Parties. The signatures below indicate agreement with the above-described interpretation of the relevant MOU language and further indicate that each person signing has the authority to act on behalf of his/her principals.

Oroville Police Officers Association,

CITY OF OROVILLE

Date: _____

Date: _____

By: _____
Robbie Olive,
President OPOA

By: _____
Bill LaGrone,
City Administrator



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND OROVILLE CITY COUNCIL MEMBERS

FROM: BILL LAGRONE, CHIEF OF POLICE

RE: MUNICIPAL LAW ENFORCEMENT EXPANSION

DATE: DECEMBER 6, 2022

SUMMARY

The Council may consider the expansion of the Municipal Law Enforcement services to bolster patrols City wide to include Parks and Trails

DISCUSSION

The Police Department has been utilizing Municipal Law Enforcement Officers to increase staffing for the Police Department. This concept was presented at the City of Oroville on May 11, 2015. The program has been a success.

Municipal Law Enforcement Services provide coverage up to 16 hours per day, 7 days a week. The MLE Officers are responsible for handling most misdemeanor crime, cold felony crime, vehicle thefts, vehicle recovery, parking enforcement, park and trail patrol, transient issues, information to citizens and assisting with Code Enforcement issues. These Officers allow the Police Department to better utilize the Police Officers for more serious matters such as arrest, violent crime, traffic enforcement, school resource activities and criminal investigations.

The Police Department is currently staffed with 9 Municipal Law Enforcement Officers. During the prior election process the Community expressed a desire for increased patrols to enhance the feeling of safety. Community members discussed the possibility of hiring outside security guards to perform patrol functions. Staff does not support the idea of hiring security guards for patrol services. Staff does support the concept and understands the desire of the Community. Staff is supportive of the conversation and is eager to continue the conversation. The reasons that surround the rejection of this idea is liability. The City would become responsible for the actions of non-City employees. The idea of insurance to protect the City does not relieve the City of its responsibility and

would most likely not be adequate to cover any large incidents. The liability is only compounded by the training, background and other screenings that are unknown and maybe less then desirable. The only action available to a security guard is to call the Police, in the event of a criminal incident. This does not help this only compounds the problem. The advantage of MLE's are they are a known commodity. MLE's meet City standards, have been tested, extensive backgrounds are conducted, and all appropriate screenings have occurred. MLE's are trained to deal with quality-of-life issues in our City and handle most lower level crimes. In the event a Police Officer is needed MLE's have direct contact and can request assistance immediately, as opposed to utilizing the Dispatch center. To increase the services of the MLE's to provide more patrols staff is requesting permission to hire 8 additional MLE Officers. An additional piece of equipment will be needed to provide patrol services on trails in the recreational areas. This piece of equipment will be an off-road small vehicle. The desired vehicle is a Polaris Ranger crew XP 1000. The cost of this vehicle is \$47,292.37. This piece of equipment will come fully equipped and ready for service. See attached quote for additional detail. If the Council does not desire to purchase this piece of equipment at this time, it can be brought back for next years fiscal budget.

Additional benefits of the MLE program is the potential pool of future Police Officers. Many of the new Officers at the Police Department have come through the MLE program. As Council is aware it has become very difficult to recruit new Police Officers. This is a national, state and local issue. A career in Law Enforcement is not as desirable as it was in the past. Many young people are not entering the profession due to the negative images that have been portrayed and the liability that now exist for Officers. The MLE program allows the Police Department to identify those interested in the work and expose them to what the work really is about. The MLE program is an opportunity for our local community members to enter the field of Law Enforcement in their community. The Municipal Law Enforcement program will eventually be reduced as the level of Police Officers increase. This reduction will come in the form of attrition, hiring of Police Officers and eventually due to necessity lay off.

Position	Qty	Personnel Cost (including benefits)	Vehicle	Equipment
Municipal Law Enforcement Officers	8	\$556,921.44	\$47,292.37	\$10,000.00

TOTAL APPROXIMATE COST
\$614,213.81

Funding Source	Amount of Revenue
Police Annual Budget	\$6,169,000.00
Projected Budget savings due to unfilled positions	\$1,542,250.00

TOTAL AVAILABLE FUNDING
\$1,542,250.00

FISCAL IMPACT

Funding for this proposal will come from current fiscal year budget

RECOMMENDATION

Authorize the expansion of the Municipal Law Enforcement program to include the hiring of 8 additional Municipal Law Enforcement Officers and the purchasing of equipment as outlined in this staff report.

ATTACHMENTS

Polaris Quote



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
 Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

Item 17.

QUOTE

Contact Information

Name:	Gil Zarate	Quote Number:	QUO-42812-T1Q6Z6
Email:	gzarate@oropd.org	Revision #:	0
Phone:	5305382450	Date:	11/22/2022 1:49 PM
Fax:		Quote Expires:	12/22/2022
Bill To:	Oroville Police Department 2055 Lincoln St Oroville, CA 95966	Contract Name:	Polaris Direct
Ship To:	Oroville Police Department 2055 Lincoln St Oroville, CA 95966	Contract #:	
		Expiration Date:	
		Cage:	3FP69
		Duns#:	123399383
		Tax ID#:	41-1921490
		Customer#:	

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	240 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	Open Mkt	MSRP	Discount Price	Extended
R23RSU99AJ	1	RANGER CREW XP 1000 NorthStar Edition Premium - Azure Crystal Metallic - 49 State	No	\$30,799.00	\$28,876.10	\$28,876.10
2883979	1	XP 1000's / Pro XD Deluxe Emergency Light Kit	No	\$8,980.00	\$7,509.72	\$7,509.72
2883982	1	XP 1000's / Pro XD Premium Emergency Light Bar (requires 2883979 & inc'l 2883981)	No	\$6,670.00	\$5,577.93	\$5,577.93
2883966	1	XP 1000's / Pro XD Custom Graphics for Fire or Law Enforcement	No	\$910.00	\$761.01	\$761.01
5416347	4	Pro Armor HarvesterTire (28x10-14) - each	No	\$229.99	\$192.33	\$769.32
5454106-566	1	TRIM PANEL - LEFT SIDE - PEARL WH	No	\$319.99	\$267.60	\$267.60



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
 Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

Item 17.

QUOTE

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	240 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	Open Mkt	MSRP	Discount Price	Extended
5454107-566	1	TRIM PANEL - RIGHT HAND - PEARL W	No	\$319.99	\$267.60	\$267.60
5453723-566	1	FENDER - FRONT - LEFT SIDE - PEARL	No	\$524.99	\$439.03	\$439.03
5453725-566	1	FENDER - FRONT - RIGHT SIDE - PEAR	No	\$589.99	\$493.39	\$493.39
5453779-070	1	OUTER TAILGATE PANEL - GLOSS BLA	No	\$99.99	\$83.62	\$83.62
2882870-566	1	K-PANEL DOOR ACCENT ZS WHT.P	No	\$59.99	\$50.17	\$50.17
5453727-566	1	CENTER HOOD - PEARL WHITE	No	\$464.99	\$388.86	\$388.86
2889241	1	Door Mounted Sideview Mirrors	No	\$179.99	\$150.52	\$150.52

Comments:

SUBTOTAL	\$45,634.87
INSTALL*	\$157.50
FREIGHT	\$1,500.00
TAX	\$0.00
TOTAL	\$47,292.37

*Installation Pricing is Open Market

Vehicle model year and color are subject to change dependent upon delivery date.

Acceptance and Payment Information



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

Item 17.

QUOTE

To accept the above quotation, please provide a purchase order via email (gov.info@polaris.com) and include the following:

- Bill to Address
- Billing Phone Number
- Ship to Address
- Point of Contact for Delivery
- Point of Contact E-Mail
- Point of Contact Phone
- Quote Number
- Alternate Point of Contact if applicable

If you would like to submit payment via credit card, please call (866) 468-7783 to process payment during our hours of operation from 8:30 AM to 4:30 PM CST Monday through Friday. We accept Visa, Mastercard & American Express.