



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

November 02, 2021
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 prevent the spread of COVID-19 and to comply with the time limit regulations for individuals to provide comments to the Council, each device or phone number will only be allowed to speak once per item. Multiple individuals may not share the same device to provide public comment.

To View the Meeting:

1. Watch our live feed <https://www.youtube.com/channel/UCAoRW34swYl85UBfYqT7lbQ/>
2. Watch via Zoom
<https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09>
Meeting ID: 968 7031 9529
Passcode: 67684553
3. Listen via telephone (audio only):
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 and comment 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 two (2) 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 non-agenda items, the time limitation would be reduced to one and a half minutes per speaker. 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 54956.8, the Council will meet with Real Property Negotiators, City Administrator and City Attorney, regarding the property identified as APN 13-300-098, 13-310-008, 13-310-024, 13-310-027, 13-310-036, 13-310-037 commonly known as 2959 Lower Wyandotte Road, Oroville.
2. Pursuant to Government Code Section 54957(b), the Council will meet with City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following positions: Police Chief, Fire Chief and Community Development Director
3. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the City Administrator and City Attorney regarding potential exposure to litigation – two cases.
4. Pursuant to Government Code section 54956.8, the Council will meet with Real Property Negotiators, City Administrator and City Attorney, regarding the property commonly known as 1931 Arlin Rhine Memorial Dr., Oroville, CA 95965.

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. Proclamation - Designating November as Runaway Prevention Month in Oroville

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

1. APPROVAL OF THE MINUTES

The Council may approve the minutes of October 19, 2021

RECOMMENDATION

Approve the minutes of October 19, 2021

2. SECOND READING OF ORDINANCE NO. 1856 CODIFYING ZONING CODE AMENDMENT ZC 21-05 WITH CHANGES APPROVED EARLIER BY THE CITY COUNCIL, PLANNING COMMISSION AND DEVELOPMENT REVIEW COMMITTEE.

The Oroville City Council will conduct a second reading and consider approving Zoning Code Amendment ZC 21-05 to codify decisions already made by the City Council and the Development Review Committee.

RECOMMENDATION

- 1. Adopt Ordinance No. 1856 -- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING ZONING CHANGE ZC 21-05 TO REZONE PORTIONS OF PARCEL 031-120-037, TO R-4 (URBAN DENSITY RESIDENTIAL) AND TO REZONE PARCELS 031-010-046, -067, -080, -081, -084, and -085 TO R-L (RESIDENTIAL LARGE LOT)**

3. HOUSING DEPARTMENT COPIER LEASE AGREEMENT

The Council may consider a Lease Agreement with Global Office Inc., utilizing the NASPO contract, in the monthly amount of \$219.00, for the replacement of the Housing Department copier.

RECOMMENDATION

Authorize staff to utilize the NASPO contract in the lease of one (1) copier for the Housing Department.

4. ESTABLISH BUDGET FOR GRANT NO. 21-DRMHP-21003 DISASTER RECOVERY MULTI-FAMILY PROGRAM FOR 2018 DISASTERS

The Council may consider establishing the budget for the 2021-DRHMP-21003 grant agreement that was fully executed August 10, 2021.

RECOMMENDATION

Approve Budget Adjustment indicated in the fiscal impact of this Staff Report, dated November 2, 2021

5. CREDIT RATING

The City Council may receive information on the City's new credit rating of AA-.

RECOMMENDATION

Information only.

6. AGREEMENT WITH THE NORTHWEST SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS FOR ANIMAL CONTROL SERVICES AND BOARDING

The Council will consider an Agreement with the Northwest Society for the Prevention of Cruelty to Animals (SPCA) for animal control services and boarding.

RECOMMENDATION

Adopt Resolution No. 9002– A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE NORTHWEST SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS FOR ANIMAL CONTROL SERVICES AND BOARDING – (Agreement No. 3203-1).

REGULAR BUSINESS

7. SOFTWARE PURCHASE

The City Council may consider the purchase of software to enhance City services.

RECOMMENDATION

Staff recommends for Council to approve and authorize the Mayor to sign a 5-year agreement with Tyler Enterprises for annual software service.

8. ACCEPTANCE OF PROPOSAL FROM D.H. SLATER & SONS, INC. FOR THE DISPATCH CENTER AND CAPITAL IMPROVEMENT PROJECT

The Council may consider accepting a proposal received from D.H. Slater & Sons, Inc. for the demolition and remodel of the Dispatch Center and Emergency Operation Center (EOC) at the Public Safety Building.

RECOMMENDATION

Adopt Resolution No. 9003 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AND ACCEPT THE PROPOSAL WITH D.H. SLATER & SONS, INC. AUTHORIZING D.H. SLATER & SONS, INC. TO COMPLETE THE PROPOSED DEMOLITION AND REMODEL AT THE PUBLIC SAFETY DEPARTMENT, IN THE AMOUNT OF \$1,246,832.00.

9. CITIZEN PARTICIPATION SPEAKING TIME AND PUBLIC ELECTRONIC ACCESS TO MEETINGS

The Council will consider the appropriate amount of time to be afforded to individual speakers on both non agenda items and agenda items and if AB 361 should be implemented or return to normal meeting procedures.

10. RESOLUTION DECLARING THE CITY OF OROVILLE TO BE A CONSTITUTIONAL REPUBLIC CITY

The City Council may consider a Resolution to declare the City of Oroville a Constitutional Republic City.

RECOMMENDATION

As this item was generated by the request of a Council Member, staff has no recommendation. Council can approve the Resolution, with or without modification, or Council can provide alternative direction to staff.

REPORTS / DISCUSSIONS / CORRESPONDENCE

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

i. FERC Correspondence

ii. PG&E Correspondence

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on November 16, 2021 at 4:00 p.m.

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

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



**October 19, 2021
MINUTES**

This agenda was posted on October 14, 2021 at 5:32pm.

CALL TO ORDER / ROLL CALL

Mayor Reynolds Called the meeting to order at 3:01pm.

PRESENT: Council Members: David Pittman, Eric Smith, Krysi Riggs, Art Hatley, Janet Goodson, Vice Mayor Scott Thomson (3:05pm), Mayor Chuck Reynolds

STAFF: City Attorney Scott Huber, City Administrator Bill LaGrone, Assistant City Clerk Jackie Glover, City Treasurer Karolyn Fairbanks, Assistant City Administrator Ruth Wright, Assistant Community Development Director Dawn Nevers, Principal Planner Wes Ervin, Interim Fire Chief Chris Tennes.

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following positions: Police Chief and Community Development Director
2. Pursuant to Government Code section 54956.9(d)(2), the Council met with the City Administrator and City Attorney regarding potential exposure to litigation – three cases.
3. Pursuant to Government Code section 54956.9(a), the Council met with the City Administrator, and the City Attorney relating to existing litigation: City of Oroville v. Department of Water Resources: Oroville Dam Cases, Sacramento County Superior Court, Case No. JCCP 4974.
4. Pursuant to Government Code section 54956.8, the Council met with Real Property Negotiators, City Administrator and City Attorney, regarding the property identified as APN 13-300-098, 13-310-008, 13-310-024, 13-310-027, 13-310-036, 13-310-037 commonly known as 2959 Lower Wyandotte Road, Oroville.

OPEN SESSION

Mayor Reynolds Opened the open session at 4:30pm.

1. Announcement from Closed Session – Mayor Reynolds announced that direction was given; no action was taken
2. Pledge of Allegiance – Led by Mayor Reynolds

3. Adoption of Agenda – Motion by Council Member Goodson and second by Council Member Smith to adopt the agenda excluding items 9 and 14. Motion passed.

Item 1.

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

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following individuals spoke on non-agenda items: Bill Speer

The following individuals spoke on agenda items: Tasha Levinson – Item 10, 12

CONSENT CALENDAR

Motion by Council Member Riggs and second by Vice Mayor Thomson to adopt the consent calendar excluding item 9. Motion passed.

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

1. APPROVAL OF THE MINUTES

The Council approved the minutes of October 5, 2021

2. GENERAL FUND RESERVE POLICY

The Council approved Resolution 8998 – approving the update to the City's General Fund Reserve Policy as presented.

3. ESTABLISHMENT OF A PENSION FUNDING POLICY

The Council approved Resolution 8997- Adopting the Pension Funding Policy as presented.

4. DEBT MANAGEMENT POLICY

The Council approved Resolution 8999 – approving the update to the City's Debt Management Policy as presented.

5. ESTABLISHMENT OF A POST EMPLOYMENT BENEFIT TRUST

The City Council considered the establishment of a Post-Employment Benefit Trust, and authorized the Assistant City Administrator – Administrative Services to sign an amended agreement for the Post Employment Section 115 trust; and authorized the Assistant City Administrator – Administrative Services to sign the Investment Strategy Selection Form set at Moderately Conservative Highmark PLUS; and authorized staff to fund the new account with a \$400,000 deposit from Fund Balance – prior year surplus designation.

6. PAYROLL SOFTWARE PROPOSALS

The Council approved authorizing the Mayor to sign a contract with ADP.

7. RECOLOGY SERVICE RATE INCREASE FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE

The Council received an update on the Recology service rate increase for the collection and disposal of solid waste that will become effective January 1, 2022

8. PROFESSIONAL SERVICES AGREEMENT WITH BRANDLEY ENGINEERING FOR ENGINEERING DESIGN SERVICES FOR THE CRACK SEAL PROJECT FOR THE OROVILLE MUNICIPAL AIRPORT

The Council adopted Resolution No. 8996 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BRADLEY ENGINEERING IN AN AMOUNT NOT TO EXCEED \$71,200.00 – Agreement No. 3322-1.

9. PROPOSED AIRPORT GROUND LEASE WITH DR. GARY CECCHI

Council pulled this item from the agenda prior to adoption of the agenda

REGULAR BUSINESS

12. CAMPAIGN DONATION REGULATIONS RELATED TO AB 571

The City Council reviewed new regulations related to campaign donations enacted by Assembly Bill 571 and provided direction by consensus to staff to do nothing and to follow the state regulations regarding individual campaign donations.

13. AGREEMENT WITH SACTOWN CONTRACTORS CORP. FOR REMOVAL AND INSTALLATION OF LIGHTING IN THE OROVILLE CONVENTION CENTER

The Council considered an agreement for labor for the removal of old and installation of the upgraded lighting in the gymnasium in Oroville Convention Center.

Motion by Council Member Smith and second by Council Member Goodson to authorize Staff to enter into an agreement with Sactown Contractors Corp to provide labor removal of old and installation of the upgraded lighting in the gymnasium of the Oroville Convention Center.

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

14. ALTERNATIVE OAK TREE MITIGATION FOR APN: 026-010-068

Council pulled this item prior to the adoption of the agenda.

Public Hearings began after 5:00pm.

10. PUBLIC HEARING TO RECEIVE INPUT FROM THE COMMUNITY REGARDING THE REDRAWING OF CITY COUNCIL ELECTION DISTRICT BOUNDARIES

The City Council received an overview of the districting process and held a public hearing to receive community input regarding the City Council election district boundaries.

11. FIRST READING OF ORDINANCE 1856 CODIFYING ZONING CODE AMENDMENT ZC 21-05 WITH CHANGES APPROVED EARLIER BY THE CITY COUNCIL, PLANNING COMMISSION AND DEVELOPMENT REVIEW COMMITTEE.

The Oroville City Council held a public hearing and considered approving Zoning Code Amendment ZC 21-05 to codify decisions already made by the City Council and the Development Review Committee.

RECOMMENDATION

Motion by Council Member Smith and second by Council Member Goodson to certify the Notice of Exemption and waive the first reading and introduce by title only, Ordinance 1856 - CODIFYING ZONING CODE CHANGE ZC 21-05 AFFECTING PARCELS 031-120-037 AND PARCELS 031-010-046, -067, -080, -081, -084, AND -085.

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

Mayor Reynolds closed the Public Hearings at 5:33pm.

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
 - a. Riggs – Gave an update on the Downtown Business Association and mentioned how nice the Lott Home and park was for the recent Axiom fundraiser.
 - b. Pittman – Provided an update on the construction at SCOR.
 - c. Reynolds – Gave an update on his Son who was coined twice this week and daughter who will be graduating as at the end of her junior year.
2. Future Agenda Items – Pittman/Smith requested a Zoom Public Participation Discussion Agenda Item
3. Administration Reports
 - a. LaGrone – Spoke about AB 361 and the Brown Act and how it relates to Zoom public participation.
 - b. Wright – Mentioned the City Credit Rating Review, that the city is now an AA- and that the Bond Council was impressed. Will provide a presentation at the next meeting.
 - c. Nevers – Mentioned the Cal Recycle Site Visit related to SB1383; mentioned that Oroville is in a good position; Ordinance and Franchise Agreement with Recology coming soon; FBO request for Proposal will be issued soon.

4. Correspondence

Item 1.

- i. PG&E Correspondence
- ii. FERC Correspondence

ADJOURN THE MEETING

Mayor Reynolds adjourned the meeting at 5:40pm.

APPROVED:

ATTESTED:

Mayor Chuck Reynolds

Assistant City Clerk Jackie Glover



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

**FROM: DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR
WES ERVIN, CITY PLANNER**

**RE: SECOND READING OF ORDINANCE NO. 1856 CODIFYING ZONING
CODE AMENDMENT ZC 21-05 WITH CHANGES APPROVED EARLIER
BY THE CITY COUNCIL, PLANNING COMMISSION AND
DEVELOPMENT REVIEW COMMITTEE.**

DATE: NOVEMBER 2, 2021

SUMMARY

The Oroville City Council will conduct a second reading and consider approving Zoning Code Amendment ZC 21-05 to codify decisions already made by the City Council and the Development Review Committee.

DISCUSSION

On October 19, 2021, the Council conducted a public hearing, approved a categorical exemption, and approved the first reading of Ordinance No. 1856 with Zoning Code Change ZC 21-05.

The city has initiated these Zone Changes to conform with decisions already made. In particular:

1. The Development Review Committee approved the Olive Ranch affordable apartments Phases 1 and 2 at 80 Tuscan Villa Drive on June 23, 2020, as consistent with existing zoning. Subsequently to accommodate the various project phases, the applicant/owner recorded a lot line adjustment involving Parcels #031-120-005, -008, -037, and -038, and is now completing a lot split of new Parcel 031-120-037. The new lot lines have created a dual zoning situation. City staff wish to adjust the R-4 Zoning to align with the new parcel lines. The new R-4 and underlying HDR Land Use designation will apply to Parcels B, C, and X on the attached Tentative Waiver of Parcel Map.
2. The City Council approved General Plan Amendment No. 20-02 on November 17, 2020, which changed the land use designation of 6 parcels (APN 031-010-046, -067, -080, -081, -084, and -085) to Medium Low Density Residential (MLDR) but did not at that time complete the associated Pre-zoning to Residential Large Lot (R-L) to conform. The city approved this change as requested by the landowners and to conform with recent Butte County Rezoning. The parcels are outside the City

limits but inside the City's Sphere of Influence.

FISCAL IMPACT

None. The city initiated these changes.

RECOMMENDATION

1. **Adopt Ordinance No. 1856** -- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING ZONING CHANGE ZC 21-05 TO REZONE PORTIONS OF PARCEL 031-120-037, TO R-4 (URBAN DENSITY RESIDENTIAL) AND TO REZONE PARCELS 031-010-046, -067, -080, -081, -084, and -085 TO R-L (RESIDENTIAL LARGE LOT)

ATTACHMENTS

1. Ordinance No. 1856

**CITY OF OROVILLE
ORDINANCE NO. 1856**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING
ZONING CHANGE ZC 21-05 TO REZONE PORTIONS OF PARCEL 031-120-037, TO
R-4 (URBAN DENSITY RESIDENTIAL) AND TO REZONE PARCELS 031-010-046, -
067, -080, -081, -084, and -085 TO R-L (RESIDENTIAL LARGE LOT)**

The Council of the City of Oroville do ordain as follows:

Section 1. Pursuant to section 17.08.040 of the Code of the City of Oroville, newly created parcels totaling approximately 12.174 acres of land at and near 80 Tuscan Villa Drive (specifically portions of APN 031-110-037 currently labeled Parcel B @ 3.15 acres, Parcel C @ 2.74 acres, and Parcel X @ 6.284 acres), as shown on Exhibit "A", are hereby rezoned from their split zoning of R-4/MXD to R-4 (Urban Density Residential). This rezoning will take effect upon recordation of the new parcels.

Section 2. Pursuant to section 17.08.040 of the Code of the City of Oroville, Parcels# 031-010-046, -067, -080, -081, -084, and -085, which are outside the city limits but inside the city's sphere of influence, are hereby rezoned from CH (Highway Commercial) to R-L (Large Lot Residential).

Section 3. This ordinance shall become effective on December 1, 2021, or 30 days after the second reading is approved, whichever comes later.

Section 4. The City Clerk shall attest to the adoption of this ordinance.

Second Reading PASSED AND ADOPTED by the City Council of the City of Oroville at a meeting on November 2, 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor, Chuck Reynolds

APPROVED AS TO FORM: ATTEST:

City Attorney, Scott E Huber

City Clerk, Jackie Glover



CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: TYSON PARDEE, MANAGER
INFORMATION TECHNOLOGY DIVISION**

RE: HOUSING DEPARTMENT COPIER LEASE AGREEMENT

DATE: NOVEMBER 2, 2021

SUMMARY

The Council may consider a Lease Agreement with Global Office Inc., utilizing the NASPO contract, in the monthly amount of \$219.00, for the replacement of the Housing Department copier.

DISCUSSION

The Housing Department has a copier that has been utilized for the last 5 years and has reached the end of its lease. The new lease will use pricing from the NASPO contract and include a Canon C5850I.

The charge covers the cost of the Lease Agreement (60 months), all toner, parts and labor.

FISCAL IMPACT

Funding is available as part of the 2021/22 adopted budget within all departments.

Funding will be shared across available grant general administration as expenditures are accrued.

Fund numbers:

Housing Program Fund 221, Current balance of GA approx. \$200,000 per year.

Home Grants Fund 222, Current balance of GA approx. \$50,000

CDBG Grants Fund 223, Current balance of GA approx.. \$330,682.

HOME Program Income Fund 231, Current balance of GA approx. \$6,531.

CDBG Program Income Fund 229, Current balance of GA approx..\$1,001,001

RECOMMENDATION

Authorize staff to utilize the NASPO contract in the lease of one (1) copier for the Housing Department.

ATTACHMENTS

City Of Oroville – Lease

City Of Oroville – Service Agreement

Equipment Maintenance Agreement



2070 Commerce Ave., Concord, CA 94520

10/26/2021

Item 3.

Customer

BILL TO:

Company Name:	City Of Oroville		
Department:			
Address:	1735 Montgomery Street		
City:	Oroville	County:	Butte
State:	CA	Zip:	95965
Contact:	Tyson Pardee	FAX:	
Phone:	530-538-2525		
Email:	tpardee@cityoforoville.org		

SHIP TO:

Company Name:	City Of Oroville		
Department:			
Address:	1735 Montgomery Street		
City:	Oroville	County:	Butte
State:	CA	Zip:	95965
Contact:	Tyson Pardee	FAX:	
Phone:	530-538-2525		
Email:	tpardee@cityoforoville.org		

Meter Contact Information

Contact Name:	Tyson Pardee
Phone Number:	
Email Address:	tpardee@cityoforoville.org
Primary Service Tech:	

START DATE: _____

END DATE: _____

Equipment

N	Location	Make & Model	Serial	Equip ID	BW Images Incl	CLR Images Incl	BW Rate	CLR Rate	BW Overage	CLR Overage	CPC Base Charge	Charge
1	Housing Dept	C5850			N/A	N/A	0.0070	0.0500	0.0070	0.0500		
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
Total Images Included					-	-						

Special EMA Instructions:

Fees / Misc

Total

\$0.00

Base Frequency: _____

Overage Frequency: _____

Acceptance

Print Name

Signature

Date

Global Office Inc

Signature

Date

2070 Commerce Ave., Concord CA 94520

Equipment Maintenance Agreement- Terms and Conditions

During the term of the Equipment Maintenance Agreement (EMA), Global Office Inc. (Global) will provide on-site service and repair (including parts and labor) when required, preventative maintenance as required and all supplies excluding staples and paper (for supply inclusive contracts) for the equipment listed on the front of this document or subsequent amendment or equipment schedule.

If Global cannot maintain the equipment to its performance specifications, Global will replace the equipment with a comparable model at no additional charge to the Customer.

For the term following the date of original installation, or purchase of EMA, Global guarantees the copier to operate at 98% uptime. The uptime is calculated per quarter on 600 working hours (8:00 AM - 5:00 PM). Customer will be reimbursed for the time the copier is out of service in excess of 2% of normal working hours per quarter (12 hours). The reimbursement will be determined in increments of 9 working hours and to be settled quarterly.

Meters to be collected at a regular interval for billing purposes. Client agrees to allow Global to install a software tool to automatically collect meters.

Annual plans are for a 12-month period or the specified number of copies, whichever occurs first. All plans are subject to a minimum 3% annual increase.

1. Items NOT Covered by Global EMA

- a) \$3.37 per month per system charge to cover shipping.
- b) Maintenance and parts required due to customer neglect.
- c) Damage caused by the relocation of equipment without prior notification.
- d) Service performed by NON-Global employees.
- e) Any damage caused by natural disasters or other than normal equipment wear and tear.

2. On Site Response Time

- a) Global guarantees a 4 hour average response time during normal business hours.
- b) Normal Business hours are Monday through Friday 8:00AM to 5:00 PM (Excluding Holidays)

3. Termination of Contract

- a) EMA's may be cancelled by either the customer or Global upon 30 days written notice. Customer termination of an EMA prior to the expiration date will be billed in accordance with the terms in effect on the termination date. Termination will be subject to the monthly minimum coverage through the termination month and the following early termination charges based on the number of full months remaining on the EMA contract.
- b) 0-6 Months remaining: Balance of contract due
7-12 Months remaining: 7 payments due
13-24 Months remaining: 12 payments due
- c) There will be a charge according to Per-Call Equipment service rates and Terms for any parts and service labor provided on or after the expiration date of the EMA.

4. After hours or non-contract charges

- a) An hourly rate for non-contract customers is \$150.00 an hour with a two-hour minimum.
- b) After hours service (after 5PM) can be provided at 1.5 times the regular hourly rate, plus \$50.00 travel time.
- c) Global will provide service to non-EMA customers on a time and material basis.

5. Limitations

- a) Global will not be responsible for any consequential or incidental damages resulting from the use or service of the equipment. Such damages include loss of revenue, downtime cost and loss of use of equipment.

6. Breach

- a) If the customer fails to pay in a timely manner for services, Global can withhold service and supplies for the equipment covered under this agreement.
- b) Invoices are payable upon receipt, terms are net.
- c) All accounts, which go beyond 30 days, will be charged 1% per month.
- d) Customer shall be responsible for all costs incurred as a result of any collection activity required to satisfy all outstanding balances.

7. Automatic Renewal of EMA

- a) Unless the customer notifies Global 30 days prior the end of the EMA period, the EMA will be renewed automatically for the succeeding EMA period with a minimum 3% increase.

Initial	
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Lease Agreement

APPLICATION NO.

AGREEMENT NO.

Item 3.

2275 Springfield Drive Suite 120, Chico CA 95926 • Phone: 877.287.5033

The words **Lessee, you** and **your** refer to **Customer**. The words **Lessor, we, us** and **our** refer to **GLOBAL OFFICE, INC.**

CUSTOMER INFORMATION

FULL LEGAL NAME City Of Oroville			EQUIPMENT LOCATION (IF DIFFERENT)		
STREET ADDRESS 1735 Montgomery Street		PHONE 530-538-2525	CITY	STATE	ZIP
CITY Oroville	STATE CA	ZIP 95965	FAX	FEDERAL TAX I.D. #	

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES Canon imageRUNNER DX C5850I	SERIAL NO.
Inner Finisher, 4 Paper Cassette Feeding Unit, Mi-Tech RFID Card Reader, AA Print Software/Install	

☐ CHECK HERE FOR MULTIPLE PLACEMENTS - SEE ATTACHED SCHEDULE "A"

TERM AND PAYMENT SCHEDULE

Months 60	Monthly Payment* \$219.00	(The lease contract payment ("Payment") period is monthly unless otherwise stated.) *plus applicable taxes
INSURANCE & TAXES	You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Agreement or the Equipment (see paragraphs 2 and 4 on page 2 of this Agreement). If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.	
UCC & MISCELLANEOUS	You agree that we will file Uniform Commercial Code ("UCC") documents and obtain credit bureau reports. You authorize us to sign any documents in connection with the Uniform Commercial Code on your behalf. You agree to pay a one-time fee, not to exceed \$159.00 for the purpose of filing the UCC documents.	

END OF LEASE OPTIONS

You will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use. 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

X			
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
PRINT NAME			

ACCEPTANCE OF DELIVERY

The undersigned hereby certifies that: (i) all of the above-described equipment (the "Equipment") has been delivered to the above-named customer (the "Customer") at the address indicated above, (ii) the Equipment has been installed, is fully operational and in good condition, and is unconditionally accepted.

X			
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATE OF DELIVERY

LESSOR ACCEPTANCE

GLOBAL OFFICE, INC.			
LESSOR	SIGNATURE	TITLE	DATED

1. AGREEMENT: For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date we pay the supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. Unless otherwise stated in an addendum hereto, this Agreement will renew for 3-month term(s) unless you send us written notice at least 90 days (before the end of any term) that you want to purchase or return the Equipment. All of the provisions of this Agreement shall continue to apply, including, without limitation, your obligations to remit Payments and other charges, until all of the Equipment is either returned to us or purchased by you. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You understand and agree that we have no right, title or interest in intangible property or associated services such as periodic software licenses and prepaid database subscription rights (such intangible property "Software") and you will comply throughout the term of this Agreement with any license and/or other agreement entered into with the supplier of the Software.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. Item 3. We may charge you any taxes, insurance or other expenses that you owe hereunder; you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you any fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee of \$150, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** You agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to one of the following options, the selection of which is at our sole discretion: (1) we may obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement term and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You may be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance; or (2) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment, although we reserve the right to participate in the defense and to select or approve defense counsel. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: WE ARE THE OWNER OF THE EQUIPMENT. YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. You agree that we may sell or assign the Agreement without notice and the new Lessor will have the same rights that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **FAXED OR SCANNED DOCUMENTS, OR E-SIGNATURE, MISC.:** This Agreement may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Lease; and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If you manually or electronically sign and transmit this Agreement to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other similar electronic transmission of this Agreement manually signed by us, when attached to the facsimile or other electronic copy signed by you (manually or electronically), shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Agreement, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the manual or electronic signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signature; and (d) at our request, you, who executed this Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing your original manual signature to us. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: when you open an account, we will ask for your name, address and other information that will allow us to identify you. We may also ask to see identifying documents. You authorize us to furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, purchasers or investors.

8. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. THIS AGREEMENT IS A NET AGREEMENT, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

9. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, MANAGEMENT ANALYST III,
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT**

**RE: ESTABLISH BUDGET FOR GRANT NO. 21-DRMHP-21003
DISASTER RECOVERY MULTI-FAMILY PROGRAM FOR 2018
DISASTERS**

DATE: NOVEMBER 2, 2021

SUMMARY

The Council may consider establishing the budget for the 2021-DRHMP-21003 grant agreement that was fully executed August 10, 2021.

DISCUSSION

The City Council adopted Resolution No. 8922 on February 2, 2021, approving the execution of a Master Standard Agreement in an aggregate amount, not to exceed \$8,850,089, for the allocation and any amendment thereto from the Community Development Block Disaster Recovery (CDBG) Multi-family Housing Program. The Master standard Agreement was fully executed on August 10, 2021.

Staff is requesting approval to establish a budget for the following activities:

1. Activity Funds (Approved Projects):	\$ 7,965,080.00
2. Activity Delivery:	\$ <u>885,009.00</u>
Total	\$ 8,850,089.00

FISCAL IMPACT

A budget adjustment will be required to establish a budget as follows:

Fund

223

Activity Delivery*Revenues:*

Budget Unit	Account No.	Project Code	Account Name	\$ Amount
7037	4570	21DRMHP	Federal Grants	\$885,009.00

Expenses:

Budget Unit	Account No.	Project Code	Account Name	\$ Amount
7037	5100-5610	21DRMHP	Salaries and Wages	\$75,000.00
7037	6360	21DRMHP	Outside Services	\$810,009.00
				<u>\$885,009.00</u>

Activity*Revenues:*

Budget Unit	Account No.	Project Code	Account Name	\$ Amount
7037	4570	21DRMHP1	Federal Grants	\$7,965,080.00

Expenses:

Budget Unit	Account No.	Project Code	Account Name	\$ Amount
7037	8040	21DRMHP1	Infrastructure	\$7,965,080.00

As project applications are awarded, project codes will be assigned in ascending order, (i.e. 21DRMHP1, 21DRMHP2, 21DRMHP3, etc.)

RECOMMENDATION

Approve Budget Adjustment indicated in the fiscal impact of this Staff Report, dated November 2, 2021

ATTACHMENTS

Award Announcement Transmittal Letter

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**Business and Contract Services Branch**

2020 W. El Camino Avenue, Suite 130, 95833

P. O. Box 952054

Sacramento, CA 94252-2054

(916) 263-6928 / FAX (916) 263-6917

www.hcd.ca.gov

Bill LaGrone, City Administrator
 City of Oroville
 1735 Montgomery Street
 Oroville, CA 95965

Dear Bill LaGrone:

**RE: City of Oroville
 Contract No.: 21-DRMHP-21003**

Congratulations on your Disaster Recovery Multifamily Housing Program (DR-MHP) award. Attached is an electronic copy of the Master Standard Agreement ("Agreement") with Exhibits A through G:

A. Standard Agreement Contents (STD 213 and Exhibits A through G)

STD 213 – Cover page

Exhibit A – Authority, Purpose and Scope of Work

Exhibit B – Budget Details and Payment Provisions

Exhibit C* – State of California General Terms and Conditions - GTC 04/2017

**Exhibit C is now incorporated by reference; please see the STD 213 for additional information.*

Exhibit D – CDBG-DR Terms and Conditions

Exhibit E – Special Terms and Conditions

Exhibit F – Notice to Proceed

Exhibit G – Subrecipient Profile

B. For expeditious handling, please review the STD 213, sign and upload it into the Grants Network System. Do not mail or email the signed STD 213. Please follow the instructions below:

1. Review the entire Standard Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.

2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title and date using blue ink** on the lower left hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.
3. Print and upload the signed STD 213 into the Grants Network System within 30 days from the date of this letter.
4. **Note:** If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount, or your entity status has changed, you are required to provide to the Department a new resolution consistent with the terms of the NOFA award and adopted by your Board.
5. Maintain a complete electronic version of the STD 213 and Exhibits A through G for your pending file. **Note: The Standard Agreement is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Agreement in its entirety if not returned within the required 30-day period.

Please contact Stacy Rodgers, Program Manager, Disaster Recovery Section at (916) 841-6268 or Stacy.Rodgers@hcd.ca.gov if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

Arashpreet Singh

ASingh

Contracts Analyst
Business and Contract Services Branch

Enclosures



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

**FROM: RUTH WRIGHT, ASSISTANT CITY ADMINISTRATOR –
ADMINISTRATIVE SERVICES**

RE: CREDIT RATING

DATE: NOVEMBER 2, 2021

SUMMARY

The City Council may receive information on the City's new credit rating of AA-.

DISCUSSION

On October 6th, 2021, City staff participated in a credit rating review with Standards & Poor Global (S&P), as part of the recent decision to issue Pension Obligation Bonds. Scheduling a rating review is standard when preparing to issue bonds and get a good rate.

Staff participated with our financial advisors to create a power point presentation that we reviewed with S&P via a virtual meeting. City Administrator Bill LaGrone, Assistant City Administrator – Administrative Services, Ruth Wright and Assistant Community Development Director, Dawn Nevers, along with our financial advisors, NHA Advisors presented to two S&P staff members that showcased all the highlights of our City. The presentation went very well and was well received by S&P staff. At the end of the presentation, we eagerly awaited our new credit rating.

On October 19th, 2021, S&P issued their report and a credit rating of AA-. Staff is pleased to report this rating is 3 points higher than our last rating in 2016 of A3 from Moody's. This higher rating is going to help the City obtain a better interest rate on the bond sale which hasn't taken place at the time of the writing of this staff report.

Next steps are to sell bonds, this is scheduled for October 28th, 2021, so it will be done by the time of this Council meeting. And then to submit the pension payoff to CalPERS by November 15th, 2021. There were many, many things behind the scenes to make this happen but these are the main points.

FISCAL IMPACT

None

RECOMMENDATION

Information only.

ATTACHMENTS

Rating Presentation
S&P Global Rating Letter
S&P Global Rating Report
Rating Guide



Item 5.



Presentation to S&P Global Ratings

City of Oroville, California

2021 Taxable Pension Obligation Bonds



Presentation Team

City of Oroville

Issuer

Bill LaGrone
City Administrator

Ruth Wright
Finance Director

Dawn Nevers
Assistant Community Development Director

NHA Advisors

Municipal Advisor

Eric Scriven
Principal

Mike Meyer
Vice President

Roy Kim
Associate

Matt DeFilippis
Analyst

Norton Rose Fulbright

Bond & Disclosure Counsel

Russ Trice
Partner

Stepan A. Haytayan
Senior Counsel

Maryann Goodkind
Counsel

Hilltop Securities

Underwriter

Todd Smith
Managing Director

Brian Whitworth
Director

Andy Kuo
Director



Table of Contents

- I. Executive Summary
- II. Community Overview
- III. General Fund Financials and Management
- IV. 2021 Pension Obligation Bonds
- V. Conclusion





Item 5.

EXECUTIVE SUMMARY

Executive Summary

- ▶ City of Oroville is issuing approximately \$20M of Pension Obligation Bonds (“POBs”)
 - ▶ Funds \$17.4M of City’s Unfunded Actuarial Liability (UAL), bringing immediate funding ratio to 90%; projected to be closer to 100% after recent CalPERS returns and new assumptions changes occur
 - ▶ Also refunds \$2M of outstanding 2007 POBs issued through CSCDA
 - ▶ POB structured to create more affordable, resilient and smoother/lower overall repayment schedule
 - ▶ Estimated \$700K of avg. annual savings over next 13 years; estimated NPV savings of \$4.5M (25%)

Key Credit Highlights

- ▶ Diverse economic area with improving wealth indicators and trends
 - ▶ Significant development has led to **254% growth in AV since 2013**
- ▶ Experienced and conservative financial management with adopted financial controls and policies
- ▶ Very strong financial performance and budgetary flexibility
 - ▶ **\$19.0M general fund balance is > 100% of expenses**
 - ▶ New sales tax measure (approved 2018) generating \$7.3M additional revenue
- ▶ City has weathered the Pandemic well; significant surpluses generated every year for last 4 years
- ▶ Diversified & low concentration tax base: top 10 taxpayers 6.2% of FY 2020 AV
- ▶ City is expected to receive \$4.96M from the American Rescue Plan
- ▶ Strategic/multi-pronged strategy to addressing pension liability using a portion of annual surpluses, POB savings (through pension funding policy to be adopted) and \$4M Section 115 Trust



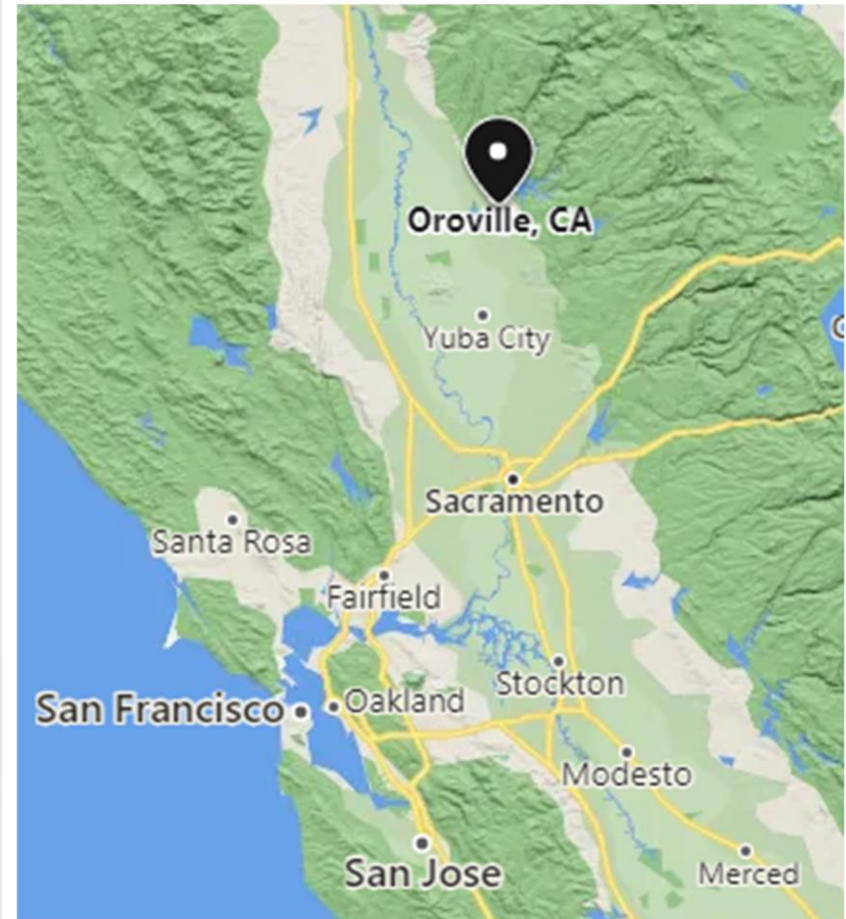


COMMUNITY OVERVIEW

Community Overview

- ▶ Population (2021): 17,863
- ▶ Incorporated on January 3, 1906, and has Council-Administrator form of government
- ▶ County seat of Butte County (the “County”)
- ▶ Located about 65 miles north of Sacramento and about 130 miles northeast of San Francisco
- ▶ Encompasses approximately 17.1 square miles
- ▶ The City operates water, sewer, parks, police, fire, a cultural center, a theatre, and a municipal airport
- ▶ Local activities include fishing, boating, hiking, biking, golf, camping, and horseback riding

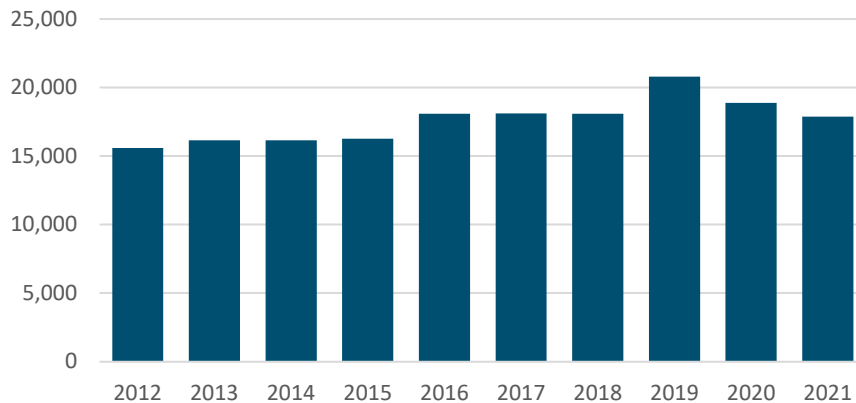
City of Oroville



City Statistics and Trends

City Population

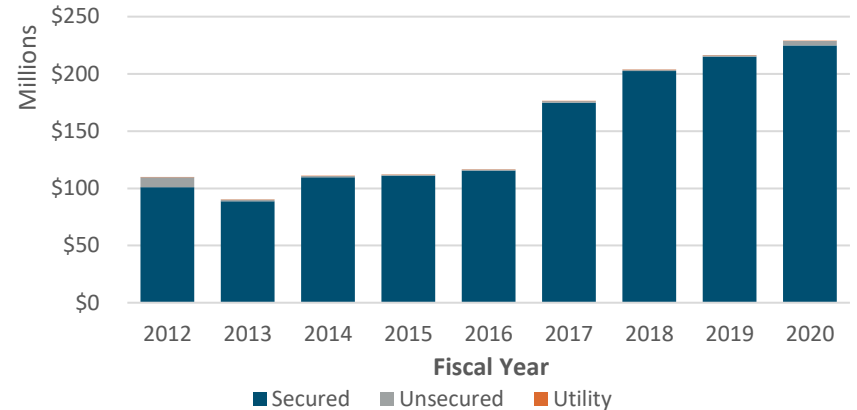
1.77% average annual growth since 2012



Source: California Dept. of Finance (Demographic Research Unit)

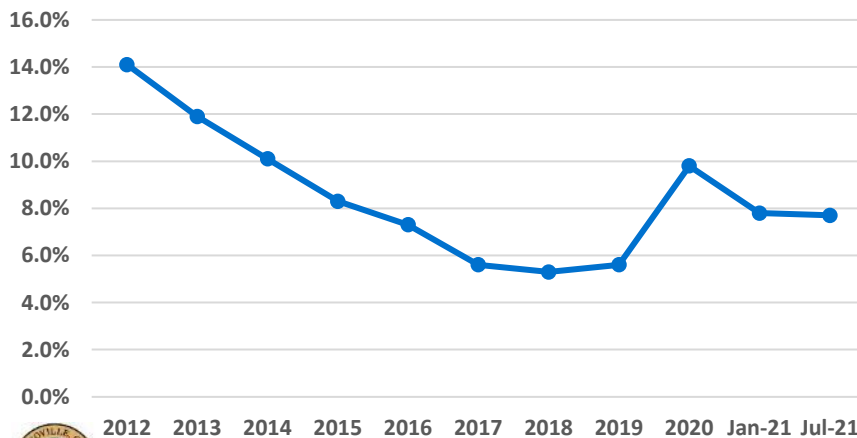
City Assessed Valuation of Taxable Property

11.1% average annual growth from FY 2012 to FY 2020



Source: Butte County Auditor/Controller's Office and Department of Finance, City of Oroville

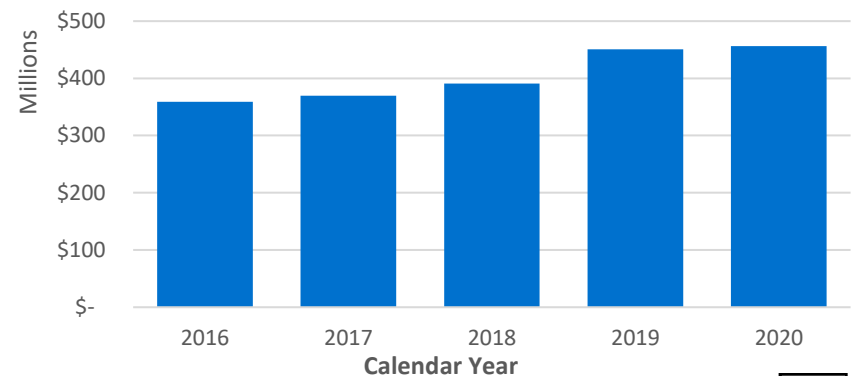
City Unemployment Rate



Source: California EDD

City Taxable Transactions

6.3% average annual growth from CY 2016 to CY 2020



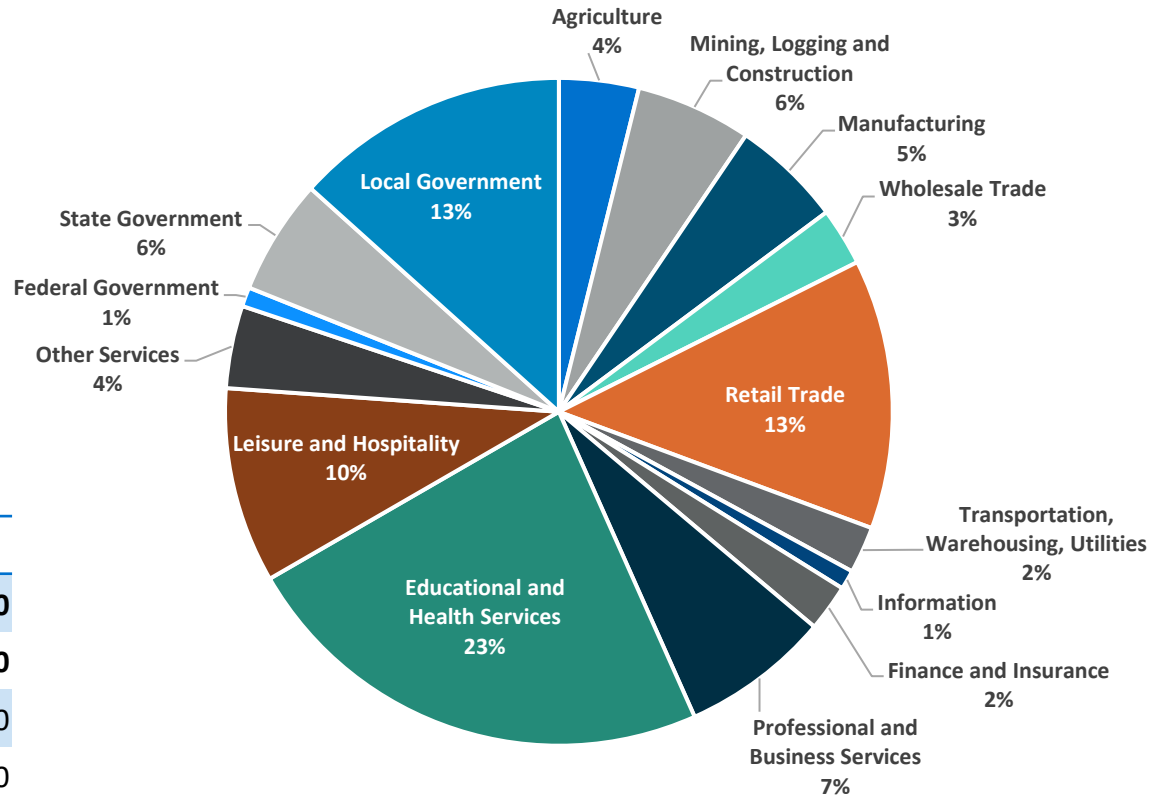
Source: State Department of Tax and Fee Administration



Chico MSA (Butte County) Economic Base

- ▶ Butte County is part of a diversified economic base, anchored by Educational and Health Services, Local Government, and Retail Trade
- ▶ The Top 3 Industries account for 49% of the total industry employment

Chico MSA (Butte County) Employment by Industry



Chico MSA (Butte County) Labor Force

Total, All Industries	76,300
Top Three Industries	37,300
(1) Educational and Health Services	17,500
(2) Local Government	10,000
(3) Retail Trade	9,800

Source: Labor Division of the California State Employment Development Department, March 2020
Benchmark. March 12, 2021 and June 18, 2021.



Diverse City Taxpayer Base

- ▶ Top 9 property taxpayers account for 6.2% of total FY 2020 Net Assessed Value

Taxpayer	Taxable Assessed Value	% of Net AV	Primary Business Use
Pacific Coast Producers	\$29,737,000	1.30%	Agriculture
Walmart	\$19,260,000	0.84%	Retail
Roplast Industries, Inc.	\$18,663,000	0.82%	Manufacturing
Sierra Pacific Industries	\$15,696,000	0.69%	Lumber
Ammunition Accessories	\$14,964,000	0.65%	Retail
Oroville Plaza Shopping Center, LLC	\$14,233,000	0.62%	Commercial
Oroville Medical Complex	\$11,958,000	0.52%	Medical
Doves Landing	\$9,556,000	0.42%	Medical
Home Depot	\$7,440,000	0.33%	Retail
Top Nine Total	\$141,507,000	6.19%	-

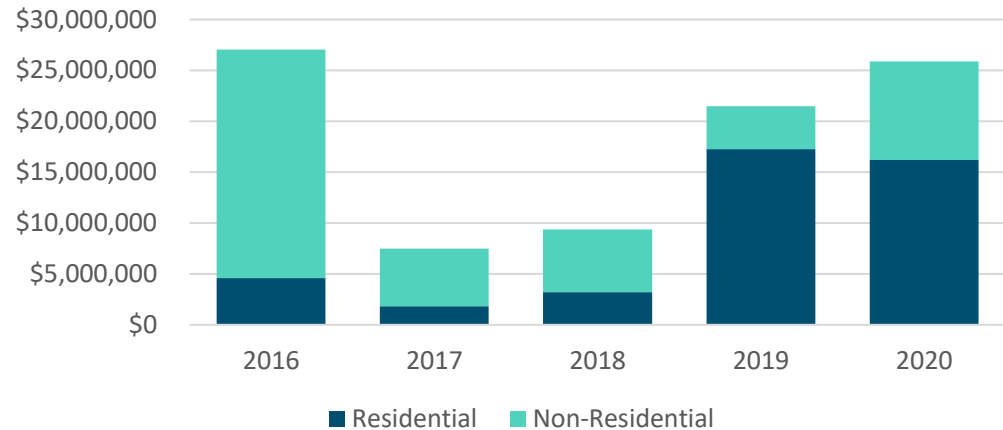


City Building Permit Activity

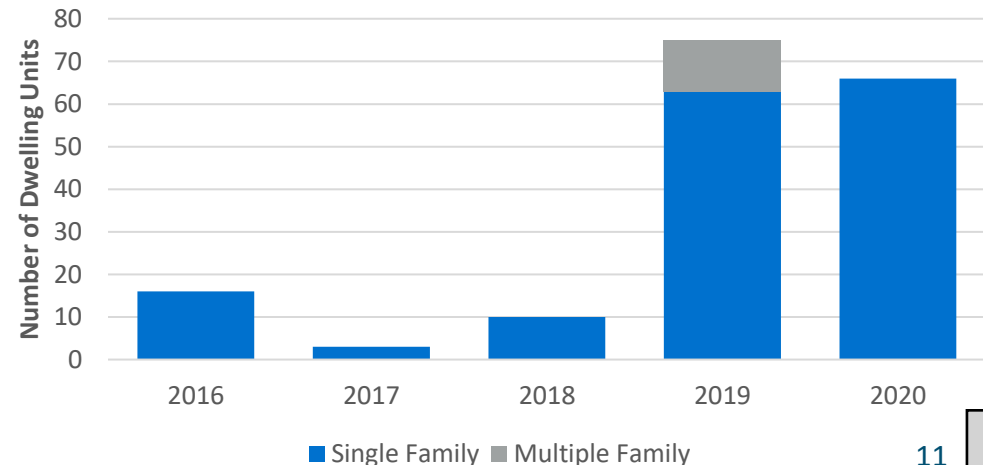
- ▶ Since 2018, the City's residential building permit activity and valuation has increased dramatically
- ▶ Oroville permitted 170 new dwelling units from 2016-2020 (93% single family)
 - ▶ 83% of the new dwelling units have been permitted since 2019
 - ▶ An additional 70 single family permits issued in 2021
- ▶ Oroville has permitted over 700 multi-family housing units from 2018-2021
- ▶ The City anticipates development to continue to increase into 2022

Oroville Building Permit Valuation (2016-2020)

Residential & Non-residential



Oroville New Dwelling Unit Activity



New Development

▶ Hampton Inn and Suites

- ▶ Proposed four story, 86-room hotel. Approved by the City. Construction begins in 2021



Hampton Inn and Suites

▶ Maverik Adventure Stop

- ▶ Proposed 6,000 square foot convenience store, with 14 fuel pumps. Approved by the City. Construction near completion.



Maverik Adventure Stop

▶ The Village at Ruddy Creek

- ▶ Proposed 97-home subdivision. Approved by the City. Construction begins in 2022

▶ Riverbend Family Apartments Phase 1

- ▶ Proposed 72-unit affordable housing complex. First phase of a 120-unit development. Approved by the City. Construction has begun.



Riverbend Family Apartments





GENERAL FUND FINANCIALS AND MANAGEMENT

Robust and Sound Financial Policies & Practices

- Current investment policy approved by City Council in December 2020
- Policy is reviewed annually

Investment Policy

- Addresses allowable purposes for issuing debt, permitted types of debt, goals related to planning and debt, etc.

Debt Management Policy

- Adopted on February 16, 2016
- 15% Minimum Target; FY 2021 general reserves currently at 32%
- Section 115 Trust: \$4.0M
- City will adopt a pension funding policy in late October

Reserve and Pension Policy

- On-site server with redundancies
- Insurance coverage up to \$45 million, with a \$50,000 deductible
- Developing formal policy
- The City has never experienced a security breach

Cyber Security Policy

- City adopts budget annually
- Budget presented to City Council multiple times each year – when adopted, at mid-year and each quarter

Budget Practices

- The City will develop a long-term financial forecasting tool during next fiscal year and utilize/update during each budget cycle.

Financial Forecasting & Modeling

- The City has experienced general fund operating surpluses in the past 4 years, and uses a portion of the surplus to fund capital projects
- The City will develop a formalized CIP during next FY.

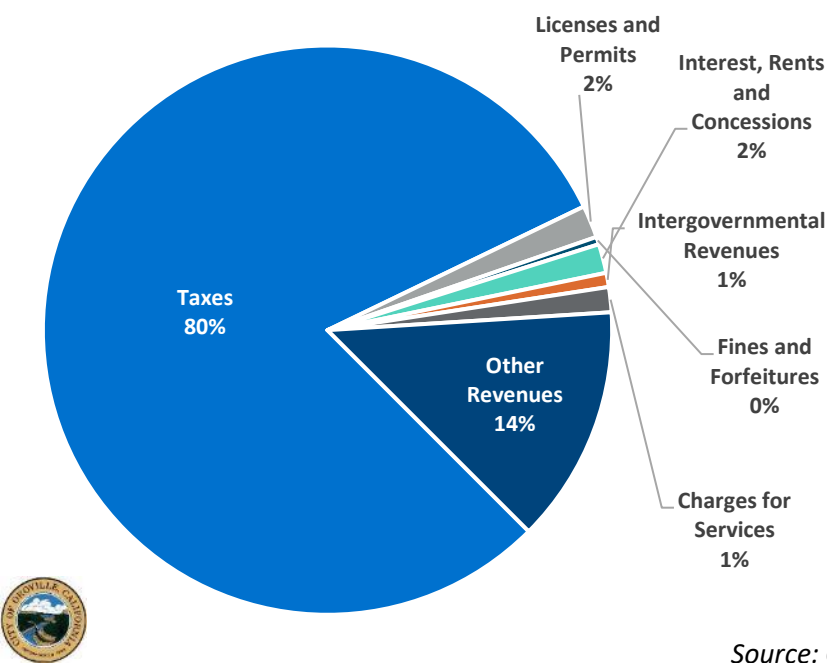
Capital Improvement Plan (CIP)



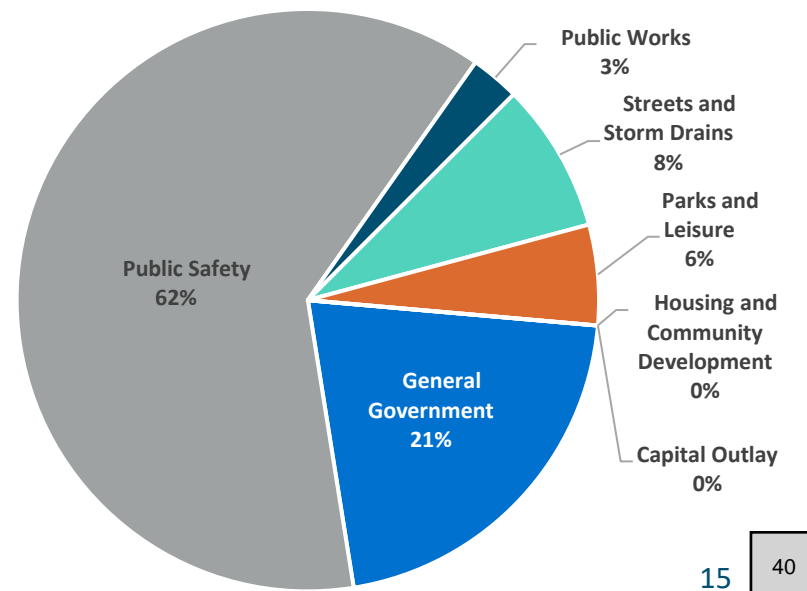
General Fund: Composition of Revenues and Expenditures

- ▶ Audited FY 2020 revenues of \$24.0 million; unaudited FY 2021 revenues of \$28.2 million
 - ▶ In FY 2020, 80% of General Fund revenues were derived from tax revenues
- ▶ Audited FY 2020 expenditures of \$16.0 million; unaudited FY 2021 expenditures of \$18.6 million
 - ▶ In FY 2020, 62% of General Fund expenditures accounted for by Public Safety

General Fund Revenue Sources (FY 2020)



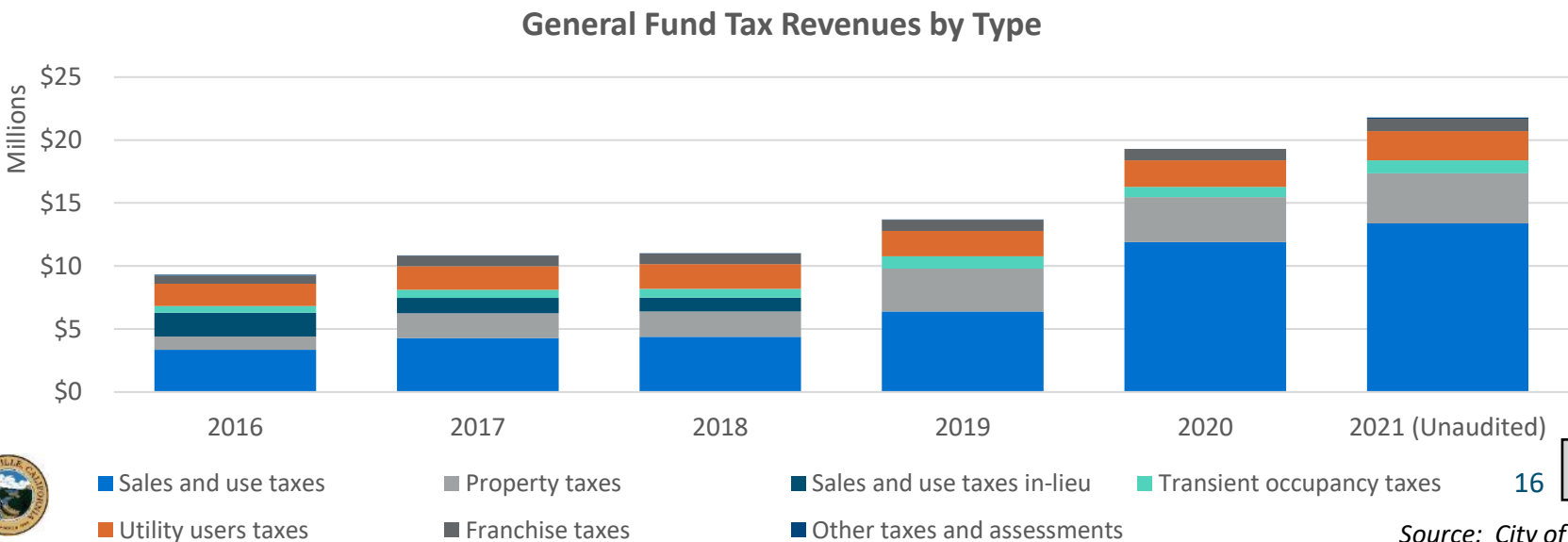
General Fund Revenue Expenditures (FY 2020)



Source: City of Oroville

General Funds: Tax Revenues by Source

- ▶ FY 2021 total tax revenue: \$21.8M
- ▶ Sales Taxes account for 61% of total FY 2021 General Fund tax revenues
 - ▶ Measure U, a 1.0% transaction and use tax, was passed in November 2018 and took effect in April 2019
 - ▶ Property Taxes account for 18%
 - ▶ Utility Users Tax account for 11%
- ▶ Growth in Key Tax Revenues (FY 2016 to FY 2021)
 - ▶ Sales and Use Tax revenue growth: **400%**
 - ▶ Property Tax revenue growth: **382%**
 - ▶ Transient Occupancy Tax revenue growth: **200%**



General Fund: Operating Statement

- Operating surplus has been increasing every fiscal year from FY 2018 to FY 2021

- FY 2020 had first full year of Measure U sales tax revenues

- In FY 2021, the \$6.5M transfer out was surplus revenue from FY 2020 that was primarily allocated to City capital projects

- Measure U

- Passed November of 2018, in effect April 1, 2019

- 1.0% transaction and use tax

- General purpose

- No sunset

- A portion of Measure U revenues have been allocated to City capital projects

	FYE 2016	FYE 2017	FYE 2018	FYE 2019	FYE 2020	UNAUDITED FYE 2021
REVENUES:						
Taxes	\$9,298,231	\$10,849,068	\$11,022,299	\$13,682,827	\$19,309,806	\$21,783,989
Licenses and Permits	487,658	411,068	420,172	599,337	442,516	708,930
Fines and Forfeitures	72,235	79,196	70,121	74,356	103,715	69,921
Interest, Rents and Concessions	51,270	74,437	162,626	293,749	396,197	371,905
Intergovernmental Revenues	529,839	74,045	166,403	123,667	193,411	405,289
Charges for Services	529,642	276,351	342,188	609,443	342,261	770,840
Other Revenues	966,876	490,582	1,504,182	1,565,760	3,244,868	4,138,546
Total Revenues	11,935,751	12,254,747	13,687,991	16,949,139	24,032,774	28,249,420
EXPENDITURES:						
Current:						
General Government	2,108,582	2,626,089	2,677,650	2,597,320	3,362,153	3,534,545
Public Safety	8,605,595	8,377,105	8,187,206	8,828,648	9,929,761	11,204,123
Public Works	169,127	99,233	129,963	103,827	434,469	307,828
Streets and Storm Drains	804,550	702,222	650,287	674,774	1,325,769	1,683,745
Parks and Leisure	748,131	842,357	714,645	653,484	887,998	1,745,174
Housing and Community Development	305,509	-	-	-	-	-
Capital Outlay	128,110	-	-	90,464	-	30,000
Debt Service - Principal Retirement	-	27,027	27,027	27,027	27,027	112,612
Total Expenditures	12,869,604	12,674,033	12,386,778	12,975,544	15,967,177	18,618,027
REVENUES OVER (UNDER) EXPENDITURES	(933,853)	(419,286)	1,301,213	3,973,595	8,065,597	9,631,393
OTHER FINANCING SOURCES (USES):						
Proceeds from Sale of Capital Assets	-	39,608	-	-	3,500	-
Transfers In	1,807,660	951,021	451,766	736,594	921,639	956,804
Transfers Out	(337,611)	(93,515)	(294,942)	(138,142)	(1,332,324)	(6,544,478)
Total Other Financing Sources (Uses)	1,470,049	897,114	156,824	598,452	(407,185)	(5,587,674)
Net Change in Fund Balances	536,196	477,828	1,458,037	4,572,047	7,658,412	4,043,719
Fund Balance - Beginning	3,780,068	4,316,264	4,794,092	6,252,129	11,361,767	19,020,179
Fund Balance - Prior Period Adjustment	-	-	-	537,591	-	-
Fund Balance - Beginning, Adjusted	3,780,068	4,316,264	4,794,092	6,789,720	11,361,767	19,020,179
Fund Balance - End of Year	\$ 4,316,264	\$ 4,794,092	\$ 6,252,129	\$11,361,767	\$19,020,179	\$23,063,898

Source: City of Oroville



Ruth

General Fund: Balance Sheet

- ▶ \$19.3M Cash and investments balance in FY 2021 provides ample liquidity to the General Fund
- ▶ Cash and investments balances increased 516% from FY 2016 to FY 2021

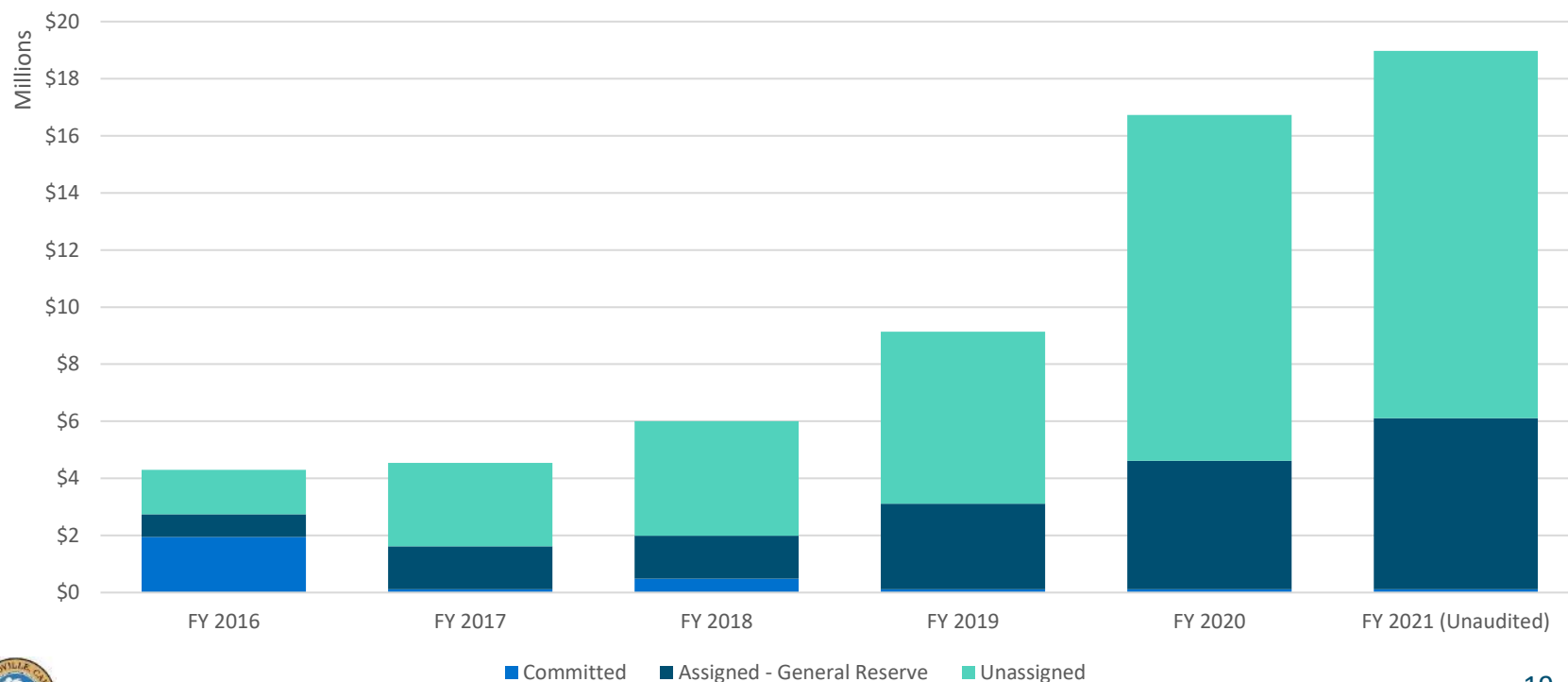
	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021 (Unaudited)
ASSETS						
Cash and Investments	\$3,748,439	\$5,056,862	\$5,661,493	\$ 9,866,922	\$17,573,626	\$19,325,733
Receivables:						
Taxes	341,626	-			-	-
Accounts	1,579,574	1,343,650	1,401,981	2,874,304	2,871,864	5,747,116
Interest	32,948	10,623	29,224	46,566	46,624	11,985
Due from Other Funds	168,977	44,414	15,685	-	-	-
Prepaid Items	-	233,154	226,683	144,144	117,117	-
Inventory	22,760	22,760	22,760	22,760	22,760	22,760
Real Property Held for Resale	153,691	153,691	1,067,610	1,067,610	1,067,610	1,067,610
Total Assets	6,048,015	6,865,154	8,425,436	14,022,306	21,699,601	26,175,204
LIABILITIES						
Accounts Payable	128,940	232,321	124,277	301,643	309,479	1,012,455
Payroll Related Liabilities	203,148	225,965	22,400	319,827	314,299	-
Other Payables and Accruals	351	351	6,650	-	1,057	-
Unearned Revenues	1,247,442	1,469,083	2,019,990	2,039,069	-	2,098,853
Advances from Other Funds	151,880	143,352	-	-	2,054,584	-
Total Liabilities	1,731,761	2,071,072	2,173,317	2,660,539	2,679,419	3,111,308
FUND BALANCES						
Nonspendable						
Inventory	22,760	22,760	22,760	22,760	22,760	22,760
Prepaid Expenses	-	233,154	226,683	144,144	117,117	-
Restricted - Pensions	-	-	-	2,052,983	2,150,124	1,588,847
Restricted - COVID-19 Local Fiscal Recovery Funds	-	-	-	-	-	2,480,366
Committed	1,944,884	113,750	488,648	113,750	113,750	113,750
Assigned - General Reserve	800,000	1,500,000	1,500,000	3,000,000	4,500,000	6,000,000
Unassigned	1,548,610	2,924,418	4,014,028	6,028,130	12,116,428	12,858,173
Total Fund Balances	4,316,254	4,794,082	6,252,119	11,361,767	19,020,179	23,063,896
Total Liabilities and Fund Balances	\$6,048,015	\$6,865,154	\$8,425,436	\$14,022,306	\$21,699,598	\$26,175,204

Source: City of Oroville



General Fund Balance

- ▶ \$19.0M combined general fund balance for FY 2021 (\$12.9M unassigned, \$6.0M assigned, \$0.1M committed) represents 102% of total FY 2021 General Fund expenditures
- ▶ The \$6.0M of assigned general reserves in FY 2021 represents 32% of total FY 2021 General Fund expenditures



Other Post-Employment Benefits

- ▶ The City of Oroville Retiree Healthcare Plan (Plan) is a single-employer defined benefit healthcare plan that offers medical, dental, vision, long-term disability, and life insurance benefits to its employees, retirees, and their dependents
- ▶ As of June 30, 2020, the City's Plan had 94 participants (79 active employees + 15 inactive and receiving benefits)
- ▶ \$1.99 million net OPEB liability as of June 30, 2020
 - ▶ City Council authorized \$400,000 deposit into new OPEB dedicated Section 115 Trust on October 5, 2021
- ▶ City anticipates contracting its fire protection services (CalFire) starting July 2022
 - ▶ Expected to contain / decrease the City's OPEB liability



Employee Relations

- ▶ The City has good relations with each employee group
- ▶ The City recently concluded bargaining unit negotiations; contracts are in force for next 2 fiscal years
- ▶ The City has not experienced a labor-related work stoppage in the past 20 years

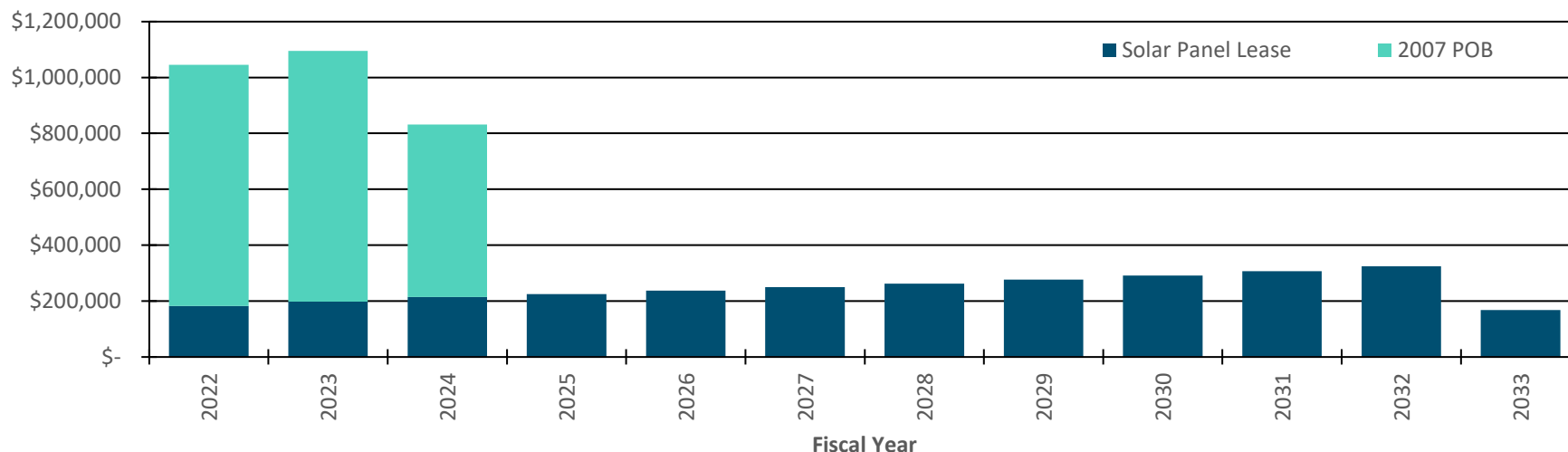


Existing Long-Term General Fund Debt

- ▶ City has \$4.4M in General Fund debt outstanding as of June 30, 2021
- ▶ The 2007 POBs will be refunded through the 2021 POBs issuance

General Fund Obligations as of June 30, 2021			
Outstanding Obligations	Outstanding Amount	Outstanding Coupon	Final Maturity
2007 Pension Obligation Bonds (CSCDA)	\$2,150,000	5.484%	6/1/2024
Solar Panel Lease	\$2,286,739	1.920%	10/5/2032
Total General Fund Obligations	\$4,436,739	-	-

General Fund Long-Term Obligation Debt Service



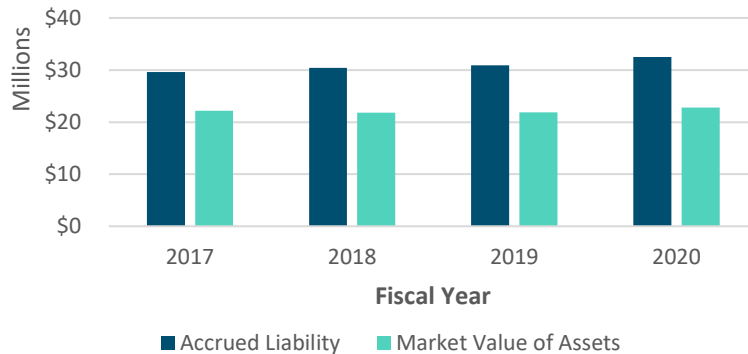


2021 PENSION OBLIGATION BONDS

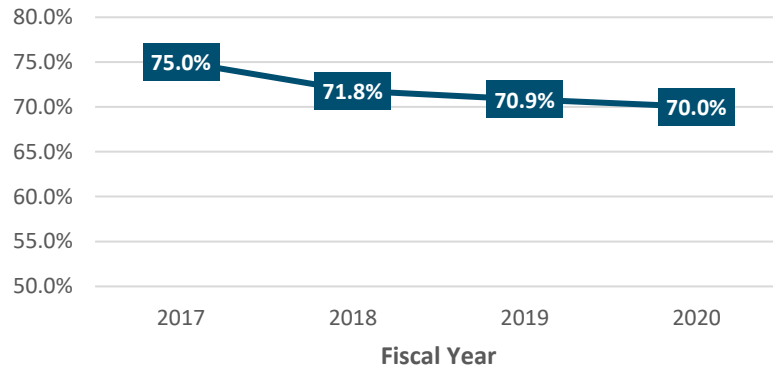
Funded Status of CalPERS Pension Plans

Miscellaneous Plans: \$9.8M UAL*

Accrued Liability vs. Market Value of Assets

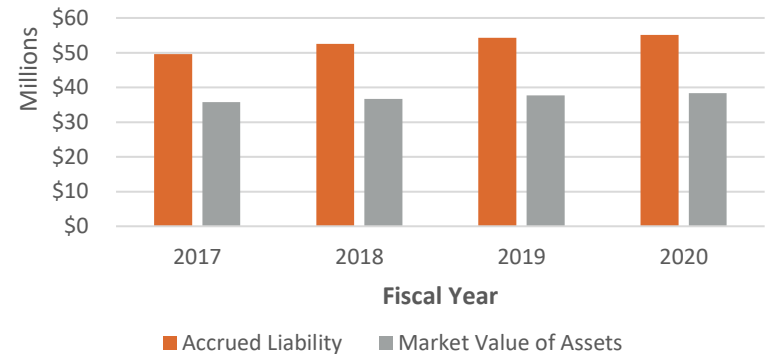


Funded Ratio

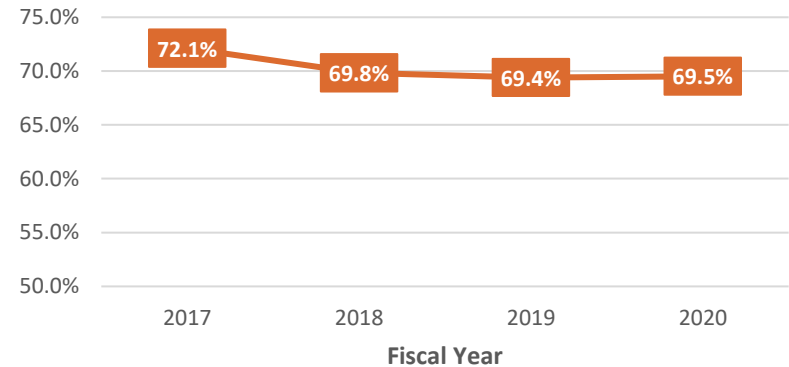


Safety Plans: \$16.8M UAL*

Accrued Liability vs. Market Value of Assets



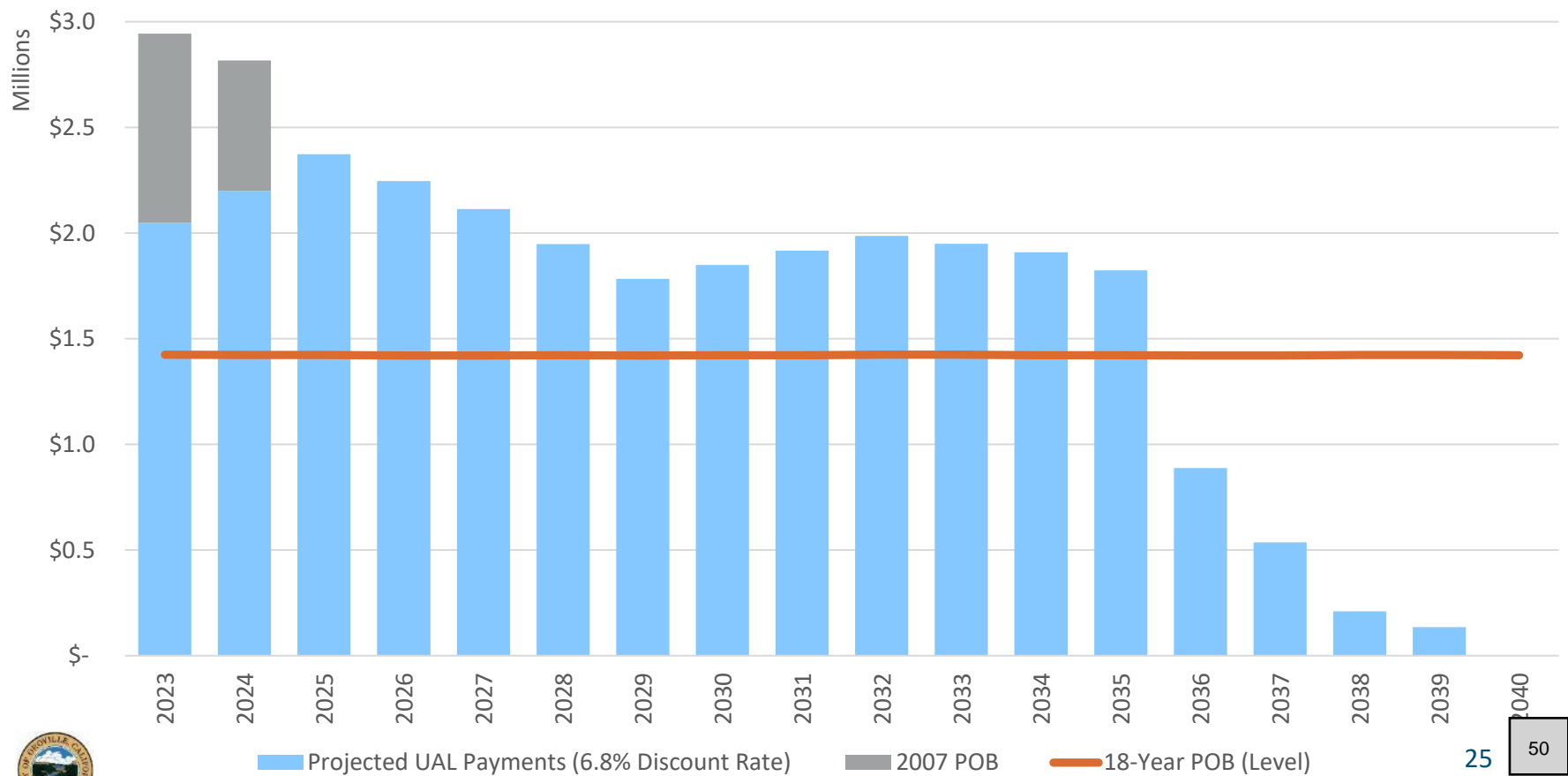
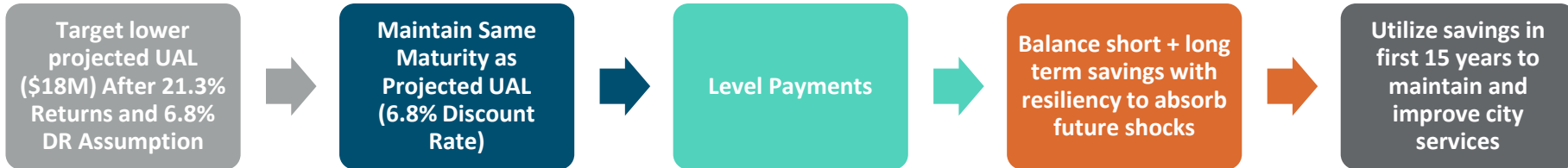
Funded Ratio



Source: CalPERS Annual Valuation Reports (2016-2020)
* UAL as of June 30, 2020.

2021 POB as a Fiscal Sustainability Tool

Strategic Re-Shaping of General Fund Debt



2021 POB – Security Features

Purpose	<p>(1) Pay off 71% of City’s <u>current</u> CalPERS UAL for Classic Miscellaneous and Safety Plans <i>Targets 100% funding level after 6.8% discount rate reduction & FY 2021 returns are reflected in projected UAL balance</i></p> <p>(2) Refund CSCDA 2007 A-1 Pension Obligation Bonds</p> <p>(3) Pay Costs of Issuance</p>
Security	<p>(1) Issued under 2021 First Supplemental Trust Agreement</p> <p>(2) Absolute and unconditional obligation of the City</p> <p>(3) Secured by validated pledge of “all available funds”</p>
Debt Service Reserve Fund	N/A
Par Amount	\$20,120,000
Payment Dates	<p>6/1 and 12/1 principal and interest; 6/1 principal</p> <p>First interest payment date 6/1/2022</p>



Estimated Sources and Uses of Funds

Sources & Uses	
Sources:	
Par Amount	\$20,120,000
Total Sources:	\$20,120,000
Uses:	
UAL Payoff	\$17,430,575
Refunding Escrow	\$2,363,204
Costs of Issuance*	\$326,221
Total Uses:	\$20,120,000

*Costs of issuance include Underwriter’s discount, fees and expenses for Bond Counsel, Disclosure Counsel, Municipal Advisor, and Trustee, printing expenses, rating fee and other costs related to the issuance of the Bonds.

FY	Total Debt Service
2022	834,923
2023	1,424,213
2024	1,423,025
2025	1,423,418
2026	1,420,468
2027	1,420,040
2028	1,421,230
2029	1,420,084
2030	1,421,918
2031	1,421,645
2032	1,424,189
2033	1,424,336
2034	1,421,996
2035	1,422,079
2036	1,419,915
2037	1,420,435
2038	1,422,655
2039	1,423,323
2040	1,422,438
Total	26,432,325



Projected Savings from 2021 POB

Metrics	18-Year POB (Level)
\$ UAL Funded (6/30/22)	\$18,128,705
% UAL Funded (Current Asset Valuations)	71%
Funded Ratio (Current Asset Valuations)	90%
% UAL Funded (Projected After FY 2021 Returns)	100%
Funded Ratio (Projected After FY 2021 Returns)	100%
Maturity	18 Years
Average Life	10.4 Years
All-In Interest Rate	3.17%
Present Value Savings (%)	25.00%
Present Value Savings (\$)	\$4,532,298
Cumulative Savings	\$3,858,867
Savings (2023-2035)	\$9,172,175
Avg. Annual Savings (2023-2035)	\$705,552
Avg. Annual Payment	\$1,422,078



Projected Annual Savings

POB Savings Analysis							
FY	Current UAL Payments	2007 A-1 POB	2021 POB	Current UAL + POB Payments	New UAL + POB Payments	Savings	PV Savings
2022	1,897,259	862,906	834,923	2,760,165	2,732,182	27,983	27,564
2023	2,047,830	897,050	1,424,213	2,944,880	1,424,213	1,520,667	1,453,544
2024	2,199,744	617,081	1,423,025	2,816,825	1,423,025	1,393,800	1,292,850
2025	2,373,059	0	1,423,418	2,373,059	1,423,418	949,642	854,793
2026	2,246,266	0	1,420,468	2,246,266	1,420,468	825,799	721,321
2027	2,113,876	0	1,420,040	2,113,876	1,420,040	693,836	588,119
2028	1,947,584	0	1,421,230	1,947,584	1,421,230	526,354	432,952
2029	1,783,014	0	1,420,084	1,783,014	1,420,084	362,930	289,693
2030	1,849,110	0	1,421,918	1,849,110	1,421,918	427,192	330,896
2031	1,917,023	0	1,421,645	1,917,023	1,421,645	495,379	372,357
2032	1,986,803	0	1,424,189	1,986,803	1,424,189	562,615	410,380
2033	1,949,765	0	1,424,336	1,949,765	1,424,336	525,430	371,915
2034	1,908,718	0	1,421,996	1,908,718	1,421,996	486,723	334,321
2035	1,823,889	0	1,422,079	1,823,889	1,422,079	401,811	267,829
2036	887,262	0	1,419,915	887,262	1,419,915	(532,653)	(344,536)
2037	535,264	0	1,420,435	535,264	1,420,435	(885,171)	(555,611)
2038	209,598	0	1,422,655	209,598	1,422,655	(1,213,057)	(738,887)
2039	135,349	0	1,423,323	135,349	1,423,323	(1,287,974)	(761,303)
2040	0	0	1,422,438	0	1,422,438	(1,422,438)	(815,900)
Total	29,811,413	2,377,038	26,432,325	32,188,451	28,329,584	3,858,867	4,532,298



Stress Testing Analysis

Scenario	Estimated \$NPV Savings	Long Term Investment Returns
Base Case 6.8% Assumed Investment Returns	\$3,858,867.00	6.80%
6.5% Discount Rate	\$3,445,785.00	6.50%
5.5% Discount Rate	\$1,999,295.00	5.50%
Breakeven Long-Term Investment Returns	\$0.00	3.20%
Great Recession Investment Returns (Historic 2008-2012 Investment Returns of the City's Retirement System Repeat After Issuance), Followed by 6.8%	(\$1,138,281.00)	2008: -4.9% 2009: -23.4% 2010: 11.6% 2011: 20.9% 2012: 1.0%
First Year Investment Returns That Eliminate Expected Differential (followed by 6.8%)	\$0.00	-18.20%





CONCLUSION

Conclusion

Conservative Management, Comprehensive Policies & Prudent Practices

Very strong budgetary performance, financial flexibility and liquidity. City maintains over **100% (of budget) in available fund balance; 32% (\$6M) in dedicated General Reserve.** Conservative approach to utilization of recent cash-flow surpluses positions management to continue to make strategic decisions to maintain and enhance City's fiscal position and services.

Very Strong Economy and Development

Significant operating surpluses in 2018 (\$1.3M), 2019 (\$4M), 2020 (\$8.1M) and 2021 (\$9.6M) that have bolstered reserves to extremely high levels and funded key capital projects. Tax revenues have more than doubled over last 5 years driven by Measure U Sales Tax (no sunset) and development

Multipronged Approach to Addressing Pension Costs

POB will create more affordable pension liability repayment pattern, with savings used to improve City services, capital funding resources, and enhance **budget flexibility and resiliency against future PERS underperformance.** Combined with \$4M Section 115 Trust, City will have multiple resources from which to further address future costs if needed or redeem 2021 POBs early.

Conservative management, supportive City Council, and a very strong economic base have placed the City in strong financial position. Oroville compares favorably vs. other AA rated communities of similar size and financial position.



Financing Schedule

■	October 5	City Council Approval of Financing
■	October 6	Credit Rating Presentation to S&P
■	October 13	Receive Rating
■	October 26	Bond Pricing
■	November 9	Closing & Send Proceeds to CalPERS
■	November 29	Redeem 2007 POBs



RatingsDirect®

Summary:

Oroville, California; General Obligation

Primary Credit Analyst:

Daniel Golliday, Dallas 214-505-7552; daniel.golliday@spglobal.com

Secondary Contact:

Alyssa B Farrell, Centennial + 1 (303) 721 4184; alyssa.farrell@spglobal.com

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Summary:

Oroville, California; General Obligation

Credit Profile

US\$20.12 mil taxable pension obligation bonds ser 2021A dtd 10/26/2021 due 06/01/2040

Long Term Rating

AA-/Stable

New

Rating Action

S&P Global Ratings assigned its 'AA-' long-term rating to the City of Oroville, Calif.'s anticipated \$20.1 million series 2021A taxable pension obligation bonds (POBs). The outlook is stable.

The series 2021A POBs are obligations of Oroville and are payable from any source of its legally available funds. We rate the city's POBs on par with its general creditworthiness, reflecting our view that its ability to pay the obligation is closely tied to its operations, and that the revenue used to secure the city's POBs is not limited in scope, or distinct and separate from its general fund. Proceeds from the series 2021A bonds will fund approximately 66% of the city's collective unfunded accrued liability (UAL) with the California Public Employees' Retirement System (CalPERS) miscellaneous and safety classic plans, which will increase the funded ratio of the associated plans to approximately 90%. CalPERS' recent investment returns are expected to bridge the remaining UAL associated with the city's classic plans resulting in a projected funded ratio close to 100%. Ultimately, officials are issuing the POBs to achieve savings against expected CalPERS cost increases and to allow for a smoother payment stream for budget affordability. The refunding portion of the 2021 POBs will refinance the city's existing POBs for debt service savings.

Credit overview

Oroville's credit profile reflects a stable local economy that continues to experience modest economic growth translating to year-over-year increases in the city's primary revenue streams. The city is led by a strong management team, with formalized plans and policies that supports the maintenance of its strong financial profile and very strong reserve and liquidity position. Despite its economically sensitive budget and the COVID-19 pandemic, management made the necessary expenditure adjustments to rebalance the budget in fiscal 2020 while also strengthening the city's reserve position and it anticipates surplus operations for fiscal 2021. We understand that tax collections have remained stable throughout the pandemic, as have key taxpayers and employers in the local economy and management anticipates its primary revenue streams will continue to strengthen. The city's POBs are structured as fixed-rate debt obligations to recognize expected interest cost savings throughout the life of the transaction to lower payments towards Oroville's liabilities and increase its budget capacity. Downside rating pressure could emerge with a material reduction in reserves beyond current levels, whether from planned capital projects or otherwise, while upside rating movement is contingent on continued growth and diversification in the city's economic base, as reflected in stronger wealth and incomes comparable with those of higher-rated peers.

The rating further reflects our opinion of the city's:

- Weak economy, with market value per capita of \$90,908 and projected per capita effective buying income (EBI) at 61.4% of the national level;
- Strong management, with good financial policies and practices under our Financial Management Assessment (FMA) methodology;
- Strong budgetary performance, with operating results that we expect could weaken in the near term relative to fiscal 2020, which closed with operating surpluses in the general fund and at the total governmental fund level in fiscal 2020;
- Very strong budgetary flexibility, with a high available fund balance in fiscal 2020 of 104% of operating expenditures;
- Very strong liquidity, with total government available cash at 2.1x total governmental fund expenditures and 16.3x governmental debt service;
- Strong debt and contingent liability profile, with debt service carrying charges at 12.9% of expenditures and net direct debt that is 109.2% of total governmental fund revenue, as well as low overall net debt at less than 3.0% of market value and rapid amortization, with 65.0% of debt scheduled to be retired in 10 years; and
- Strong institutional framework score.

Environmental, social, and governance (ESG) factors

We analyzed the city's ESG risks relative to its economy, management, financial measures, and debt and liability profile. We view the city as facing somewhat elevated environmental risk posed by the region's exposure to drought, wildfires, and flooding, which could potentially damage the city's tax base and disrupting operations if a severe event occurs. However, we assess Oroville is actively involved in promoting water conservation and sustainability, which partially mitigates these risks. Additionally, the city maintains a hazard-mitigation plan with Butte County in preparation for the risk of floods, wildfires, and other environmental disasters. We consider the city's social and governance risks to be in line with our view of the sector standards.

Stable Outlook

Upside scenario

All else equal, we could raise the rating if the city's economy continues to expand and diversify, resulting in wealth and income metrics similar to those of higher-rated peers.

Downside scenario

We could lower the rating if the city's financial performance deteriorates significantly, leading to a substantial decrease in reserves to levels that we no longer consider to be in line with those of comparable peers.

Credit Opinion

Weak economy

Encompassing almost 14 square miles, Oroville is a primarily a residential community with a population of over 17,800 residents. Located in northern California about 60 miles north of Sacramento on the banks of the Feather River,

Oroville serves as the county seat to Butte County. State Route 70 bisects the city, which provide residents additional employment opportunities within the greater region. While the greater regional economy is primarily anchored in agriculture, the city's status as the county seat offers relatively more employment opportunities centered around government, education, retail trade, and health care. Furthermore, the city's location along the foothills of the Sierra Nevada mountains attracts tourists seeking a wide range of outdoor recreational activities and agritourism.

The city's property tax base has been historically healthy and has experienced modest growth in recent years largely tied to property turnover and ongoing residential and commercial development. As a result, the city's tax base growth has averaged 8% over the past three years. The city's property tax base grew by \$316.1 million or 26% from 2018-2021 corresponding to a per capita AV of \$90,908 and a projected per capita EBI of 61.4% of the national level.

We understand that there are several residential, commercial, and retail projects that have been announced, or in various stages of development within the city's boundaries that we think will further strengthen and diversify the local economy. We note that due to the onset of the COVID-19 pandemic, unemployment rate in the county spiked to 14.7% in April 2020. However, the labor market quickly rebounded and unemployment in the county at 7.4% as of April 2021 (Bureau of Labor and Statistics). For more information on the coronavirus' effect on U.S. public finance, see "Economic Outlook U.S. Q2 2021: Let The Good Times Roll," published March 24, 2021, on RatingsDirect. Despite the COVID pandemic, various sectors in the city, including commercial and residential, continue to grow. City officials report the demand for housing remains high, population growth continues to be favorable, and an ample amount of land is available for economic development. For more information on the COVID-19 pandemic's effect on U.S. public finance, see "Economic Outlook U.S. Q4 2021: The Rocket Is Leveling Off," published Sept. 23, 2021, on RatingsDirect.

Strong management

We view the city's management as strong, with good financial policies and practices under our FMA methodology, indicating financial practices exist in most areas, but that governance officials might not formalize or regularly monitor all of them.

Key policies and practice include:

- The use of historical trend analysis using external consultants to help project future revenues and expenditures for budgetary purposes;
- An annual budget process with detailed budget-to-actual reports produced monthly that are presented to city council.
- A formal investment policy that provides guidance of the types of investments allowed as well as a requirement to present investment results to council on a monthly basis;
- A formal debt management policy that addresses good governance goals, but it lacks what we consider substantial quantitative constraints;
- A formal reserve policy reserve to be maintained at 15%-100% of operating expenditures for economic uncertainties, unanticipated expenditures, and temporary revenue loss; and
- The city expects to develop a multi-year financial forecast and long-term capital improvement plan by next fiscal year.

Strong budgetary performance

In assessing the city's budgetary performance, we adjusted for annually recurring transfers into and out of the general fund. Oroville's budgetary performance remains strong after adjustments, which reflect operating surpluses of 47.8% of expenditures in the general fund and of 38.6% across all governmental funds in fiscal 2020. The city has historically maintained strong budgetary performance, resulting from a combination of conservative budgeting and strong revenue growth that resulted in an established track record of operating surpluses subsequently swelling available reserves over the years.

Despite COVID-19-related pressures, Oroville was adequately positioned to withstand the initial economic shock and lingering effects and maintain its overall strong financial profile. The positive financial performance in fiscal 2020 stems from conservatively estimating revenues and cost-containment controls, which resulted in positive final budget-to-actual variances leading to a net change in the city's general fund balance of \$7.6 million. The underlying factors for the city's positive performance, at year-end, were primarily savings by way of pausing various soft costs such as non-essential capital purchase deferrals, coupled with the full-year of collections stemming from a recently passed one-percent local sales tax measure.

While the city did not receive any CARES Act funding directly, it received approximately \$240,028 from the state of California which helped fund pandemic-related expenditures, in particular, payroll for public health and safety employees. The city expects to receive approximately \$4.96 million from the federal America Rescue Plan (ARP) stimulus disbursed in two installments. Management anticipates allocating the federal funding toward pandemic- and capital-related expenditures. We expect ARP funding will support credit quality of issuers across the U.S. public finance sectors as detailed in our report, "Across U.S. Public Finance, All Sectors Stand to Benefit From the American Rescue Plan," published March 18, 2021, on RatingsDirect. The city's primary sources of general fund revenue were sales taxes (48%), property taxes (14%), and utility user taxes (12%). Both property and sales tax revenue streams have generally increased in line with the city's expanding economy and management believes this trend will continue in tandem with taxable value growth. Despite COVID-19 pressures, sales tax revenues experienced an aggregate increase, with the city reporting that year-over-year collections were stronger than budgeting estimates. The implications stemming from COVID-19 were further offset from above-average consumer spending stemming from big-box retail stores such as Walmart and Home Depot and various firefighters residing within the city's boundaries temporarily to extinguish various wildfires that were active in the region.

The city's 2021 estimated actuals show that general fund revenues are exceeding expenditures by a healthy margin, and Oroville anticipates ending the year with an operating surplus of roughly \$9.6 million resulting in a net change of fund balance of \$4 million after other financing sources. The adopted fiscal 2022 budget forecasts breakeven operations and management indicates that its primary revenues and expenditures are tracking in line with projections. Given what we understand are conservative assumptions and the city's history of stable performance, we assess its operations in the near term will mirror its historically strong budgetary performance as ongoing economic expansion drives operating revenue and the city maintains its conservative budgeting practices, subsequently producing positive budgetary variances at year-end.

Very strong budgetary flexibility

Oroville's budgetary flexibility is very strong, in our view, with an available fund balance in fiscal 2020 of 104% of adjusted operating expenditures, or \$16.6 million. Despite annual budget growth, the city generated sufficient excess revenues to ensure that its reserves position remains at a level that we consider at least very strong, averaging 73% of adjusted expenditures the past three fiscal years. The anticipated surplus in 2021 will bring available reserves to about \$18.8 million or 101% of unaudited operating expenditures. Given the city's stable operating performance and lack of plans to materially reduce reserves, we assess budgetary flexibility will remain at a level that we consider very strong over the next two years.

Oroville's sales tax measure U revenues (no sunset) are a positive enhancement to operational revenues and management intends to use a portion toward various capital projects. The levy collected approximately \$6.55 million in its first full year and management conservatively anticipates it will at worst, generate same amount annually going forward.

Very strong liquidity

The city has historically maintained, what we consider very strong cash balances, and given our expectation for balanced operations, we do not assess its cash position will materially weaken in the near term. The city is not a frequent issuer of tax backed debt, but it has demonstrated strong access to external liquidity, reflected by its issuance of tax allocation bonds, POBs, and alternative financing during the past 20 years. Lastly, we consider the city's investment portfolio to be conservative as its asset allocations are predominantly invested in the state investment pool and certificates of deposit.

The city has alternative financing in the form of a master equipment lease purchase agreement totaling \$2.3 million in principal (7% of total direct debt) that will be amortized over the next 15 years. However, the obligation does not contain any provisions, such as acceleration or non-standard events of default that we view as a potential liquidity risk.

Strong debt and contingent liability profile

Including the pro forma effect of this issuance, our ratios are based on net direct debt of approximately \$36.1 million. Total governmental fund debt service is 12.9% of total governmental fund expenditures, and net direct debt is 109.2% of total governmental fund revenue. Overall net debt is low at 2.5% of market value, and approximately 5% of the direct debt is scheduled to be repaid within 10 years, which are in our view positive credit factors. Currently, officials do not have plans to issue any new money debt over the next two years. Lastly, swaps or variable-rate debt are absent from its debt portfolio.

Pension and other postemployment benefits highlights:

We do not view pension and other postemployment benefits (OPEB) liabilities as an immediate source of credit pressure for the city, given that the POBs will refinance the city's outstanding pension liability associated with its classic CalPERS plans into a fixed-debt obligation to recognize interest cost savings. We understand the POBs issuance will not defer any ongoing pension liabilities and will not extend the term of the city's current pension liabilities.

The city participated in the following plans administered by CalPERS as of June 30, 2020 (most recent measurement date):

- Miscellaneous pension plan: 70% funded with an UAL of \$9.8 million. We note that the UAL is projected to be eliminated with the pension plan fully funded at roughly 100% after the issuance of the POBs and recent CalPERS returns;
- Safety pension plan: 69.5% funded with an UAL of \$16.8 million. We note that the UAL is projected to be eliminated with the pension plan fully funded at roughly 100% after the issuance of the POBs and recent CalPERS returns;
- California Public Employees' Pension Reform Act (PEPRA) miscellaneous pension plan: 93.8% funded with an UAL of \$57,718;
- PEPRA safety fire pension plan: 93.2% funded with an UAL of \$34,893;
- PEPRA safety police pension plan: 93.9% funded with an UAL of \$26,095; and
- OPEB in the form of retiree health care benefits funded on a pay-as-you-go basis with a total OPEB liability of \$1.9 million.

In our view, the discount rate (on a Governmental Accounting Standards Board basis) associated with the above retirement plans are optimistic, representing market risk that can result in contribution volatility if the plan fails to meet its assumed investment targets. In our view, based on current market conditions, a sustainable discount rate guideline for the typical plan is 6%, however, we acknowledge that the classic plans the city is fully funding is a closed plan. For further information regarding our assessment on U.S. local government pensions see our article "Assessing U.S. Public Finance Pension And Other Postemployment Obligations For GO Debt, Local Government GO Ratings, And State Ratings," published Oct. 7, 2019.

While CalPERS' recent adoption of a 20-year, level dollar amortization approach for new gains and losses will lead to more rapid contribution increases and increased payment volatility, a shorter amortization period will provide a faster recovery to plan funding following years of poor investment performance or upward revisions to the pension liability, which we view favorably from a credit perspective. For more information on our view of California pensions, see our report "Pension Spotlight: California," published July 13, 2021.

Pension financing, structure, and analysis

The series 2021A obligation proceeds will refinance the city's unfunded pension liability related to its CalPERS miscellaneous and safety plans (classic) into a fixed-rate debt obligation to recognize expected interest cost savings. The obligations are structured to match the current CalPERS UAL schedule, which should generate savings throughout the life of the bonds if assumptions are met. Based on the financing scenario presented to S&P Global Ratings, this transaction will result in an expected net present value savings of \$4.5 million assuming an investment rate of return of 6.8%. However, if poor investment performance, experience, or actuarial assumption changes generate new liabilities that are greater than projected, then the city risks having to pay both the debt service costs on the obligations and higher-than-expected pension contributions, which could result in eliminating potential payment savings from the transaction.

In fiscal 2020 (prior to the issuance of the series 2021 obligations), the city's combined required pension contributions towards its CalPERS plans totaled 12.8% of total governmental fund expenditures. When including the POBs' pro forma effect, pension carry charges in fiscal 2022 are expected to moderate to 3.4% from 12.8%, which consists of normal costs for the city's classic plans and remaining amortization payments for its other retirement plans--PEPRA. In

addition, on a pro forma basis, the pension funded ratios for the city's CalPERS plans will collectively increase to approximately 100% from 69% as the city also incorporated CalPERS investment returns into its pension financing. Total governmental fund debt service in fiscal 2022 is expected to increase to about 13% of total governmental fund expenditures from 4%, and net direct debt is expected to rise to 109% of total governmental fund revenue from 49%. For additional information on our view of the added volatility risks, see our article "Pension Obligation Bonds' Credit Impact On U.S. State And Local Government Issuers," published Dec. 6, 2017.

Strong institutional framework

The institutional framework score for California cities required to submit a federal single audit is strong.

The city is typically subject to the federal single-audit requirement because it regularly receives federal awards across at least two programs that collectively exceed \$750,000 annually. These two conditions trigger enhanced financial reporting requirements under state law.

Related Research

- Credit Conditions: U.S. Regions' Economies Perk Up As The Pandemic's Impact Ebbs, April 16, 2021
- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Alternative Financing: Disclosure Is Critical To Credit Analysis In Public Finance, Feb. 18, 2014
- Criteria Guidance: Assessing U.S. Public Finance Pension And Other Postemployment Obligations For GO Debt, Local Government GO Ratings, And State Ratings, Oct. 7, 2019
- Through The ESG Lens 2.0: A Deeper Dive Into U.S. Public Finance Credit Factors, April 28, 2020
- 2020 Update Of Institutional Framework For U.S. Local Governments

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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Major Rating Agencies Rating Guide for Long and Short Term Debt								
Moody's		S&P		Fitch		Risk Characteristic		
Long Term	Short Term	Long Term	Short Term	Long Term	Short Term			
Aaa	P-1	AAA	A-1+	AAA	F1+	Prime		
Aa1		AA+		AA+		High Grade		
Aa2		AA		AA				
Aa3		AA-		AA-				
A1		A+	A-1	A+	F1	Upper Medium Grade		
A2		A		A				
A3	P-2	A-	A-2	A-	F2	Lower Medium Grade		
Baa1		BBB+		BBB+				
Baa2	P-3	BBB	A-3	BBB	F3			
Baa3		BBB-		BBB-				
Ba1	Not Prime	BB+	B	BB+	B	Non-investment grade speculative		
Ba2		BB		BB				
Ba3		BB-		BB-		Highly Speculative		
B1		B+		B+				
B2		B		B				
B3		B-		B-				
Caa1		CCC+	C	CCC	C	Substantial Risks		
Caa2		CCC				Extremely Speculative		
Caa3		CCC-				In default with little prospect for recovery		
Ca		CC						
C		C	D	/	DDD	/	In default	
/		D			DD			
/					D			



One California Street, 31st
Floor
San Francisco, CA
94111-5432
tel 415 371-5000
reference no.: 1687881

October 19, 2021

City of Oroville
1735 Montgomery Street
Oroville, CA 95965
Attention: Ms. Ruth Wright, Finance Director

Re: **US\$20,120,000 Oroville, California, Taxable Pension Obligation Bonds, Series 2021A, dated: October 26, 2021, due: June 01, 2040**

Dear Ms. Wright:

Pursuant to your request for an S&P Global Ratings rating on the above-referenced obligations, S&P Global Ratings has assigned a rating of "AA-". S&P Global Ratings views the outlook for this rating as stable. A copy of the rationale supporting the rating is enclosed.

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Please send hard copies to:
S&P Global Ratings
Public Finance Department
55 Water Street
New York, NY 10041-0003

The rating is subject to the Terms and Conditions, if any, attached to the Engagement Letter applicable to the rating. In the absence of such Engagement Letter and Terms and Conditions, the rating is subject to the attached Terms and Conditions. The applicable Terms and Conditions are incorporated herein by reference.

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Sincerely yours,

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rm
enclosures

Item 5.

cc: ***Mr. Andy Kuo, Senior Vice President
Hilltop Securities Inc.***

S&P Global Ratings
Terms and Conditions Applicable To Public Finance Credit Ratings

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Item 5.

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CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND OROVILLE CITY COUNCIL MEMBERS

**FROM: RUTH WRIGHT, ASSISTANT CITY ADMINISTRATOR –
ADMINISTRATIVE SERVICES**

**RE: AGREEMENT WITH THE NORTHWEST SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS FOR ANIMAL
CONTROL SERVICES AND BOARDING**

DATE: NOVEMBER 2, 2021

SUMMARY

The Council will consider an Agreement with the Northwest Society for the Prevention of Cruelty to Animals (SPCA) for animal control services and boarding.

DISCUSSION

The City is required by State law and the Oroville Municipal Code to provide animal control services. Since at least 2003, the City of Oroville has contracted with the Northwest SPCA for animal control services and boarding. The previous agreement expired on June 30, 2021. This Agreement will extend through June 2023, with the ability to automatically renew for two 1-year terms. The annual cost of the animal control and boarding services will be \$383,895.00 per year, with an annual adjustment of 2%, less City credit of \$19,329 for anticipated revenues. In addition, the SPCA will have access to 345 gallons of gas per month from the City's corporate yard as well as on call pay and call out reimbursement. Call out for after-hours service will be monitored and authorized by the on-duty Police Sergeant.

FISCAL IMPACT

This amount has been included in the current year budget.

RECOMMENDATIONS

1. Adopt Resolution No. 9002– A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE NORTHWEST SOCIETY FOR THE PREVENTION OF

CRUELTY TO ANIMALS FOR ANIMAL CONTROL SERVICES AND BOARDING –
(Agreement No. 3203-1).

ATTACHMENTS

Resolution No. 9002
Agreement No. 3203-1

**CITY OF OROVILLE
RESOLUTION NO. 9002**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE NORTHWEST
SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS**

(Agreement No. 3203-1)

NOW THEREFORE, be it hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Agreement with the Northwest Society for the Prevention of Cruelty to Animals as attached hereto as Attachment A; and
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 November 2, 2021, 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

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of December 20, 2021 by and between the **City of Oroville** ("City") and the **Northwest Society for the Prevention of Cruelty to Animals, Inc.** ("SPCA").

RECITALS

- A. The SPCA is specially trained, experienced and competent to provide animal control services and boarding as required by this Agreement.
- B. The SPCA 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. The SPCA has provided animal control services and boarding for the City of Oroville since at least 1990. The prior agreement between the SPCA and the City expired on June 30, 2021 and the SPCA has continued to perform animal control services and boarding on behalf of the City.
- D. City desires to retain the SPCA to render the professional services as set forth in this Agreement.

AGREEMENT

- 1. Effective Date, Term and Waiver. This agreement shall be effective July 1, 2022 and shall expire on June 30, 2025. The Agreement shall automatically extend for two 1-year periods, unless either party notifies the other party in writing at least 30 days prior to the end of the Agreement. The City and SPCA agree to waive any claims and/or remedies related to the previous agreements between the parties.
- 2. Scope of Services. The SPCA shall furnish the animal control services and boarding services in a professional manner. SPCA shall perform the scope of

services described in this Agreement and in Exhibit "A" which is attached hereto and incorporated herein by reference.

3. Time of Performance. The services shall commence upon execution of this Agreement, and shall continue until completion.
4. Compensation. Compensation to be paid to SPCA shall be \$383,895.11 per year, which shall be paid in monthly installments. In addition, SPCA shall be able to utilize up to 345 gallons per month from the City's corporate yard fueling services for use in the SPCA owned vehicles. In the event SPCA utilizes more fuel than its monthly allotment, it shall pay the City the market rate applicable at the time of fuel purchase. In the event SPCA utilizes less fuel than its monthly allotment, the unused portion shall rollover to the following month. All credits for unused fuel shall expire at the end of the City's fiscal year. Further, SPCA shall credit the City \$19,329 per year for anticipated revenue related to licensing, redemption and enforcement services. Such credit shall be deducted from the City's payments to the SPCA in equal monthly installments. Payment by City under this Agreement shall not be deemed a waiver of defects in SPCA's services, even if such defects were known to the City at the time of payment.
5. Inflation and Other SPCA Agreements. All amounts of compensation and/or credit contained in this Agreement, with the exception of the fuel credit, shall be adjusted for inflation by 2% per year beginning with the 2022-2023 fiscal year. If SPCA offers its services to any other entity or public agency for a rate lower than that which is contained in this Agreement, the City shall be entitled to receive the same rate as that entity or public agency.
6. Method of Payment. The City shall automatically pay SPCA each month for the previous month of service for all compensation, except for Call Out services. SPCA shall submit monthly billing to City describing the Call Out work

performed during the preceding month. City shall pay SPCA no later than 30 days after approval of the monthly Call Out invoice by City staff.

7. Supervision. SPCA shall serve under the direction, supervision and control of the Oroville Director of Public Safety. All work performed pursuant to this Agreement will be in coordination and cooperation with the Oroville Public Safety Department and/or other City Departments, as applicable.
8. Extra Work, and Annexation. At any time during the term of this Agreement, City may request that SPCA perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of SPCA's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. SPCA shall not perform, nor be compensated for, Extra Work without prior written authorization from City. In the event an annexation or compliance with any federal, state or local statute, ordinance or regulation results in significant changes in the City's or SPCA's operating costs, the parties agree to renegotiate this Agreement so the increased or decreased compensation shall reflect such a change.
9. 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, SPCA shall be entitled to compensation for services properly performed up to the effective date of termination.
10. Ownership of Documents. All plans, studies, documents, and other writings, if any, prepared by and for SPCA, 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 SPCA for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to SPCA or to any

other party. SPCA shall, at SPCA's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.

11. 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 SPCA in connection with the performance of the Agreement shall be held confidential by SPCA. Such materials shall not, without the prior written consent of City, be used by SPCA 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 SPCA which is otherwise known to SPCA or is generally known, or has become known, to the related industry shall be deemed confidential. SPCA shall not use City's name or insignia, photographs relating to project for which SPCA's services are rendered, or any public City pertaining to the SPCA'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.

12. SPCA's Books and Records

- a. SPCA 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 SPCA to this Agreement.
- b. SPCA shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or

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

- c. SPCA shall provide annually to City its statistics for services performed and fees charged for incorporation into the City's annual adoption of fee structures.
 - d. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at 1735 Montgomery Street, Oroville, California when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at SPCA's address indicated for receipt of notices in this Agreement.
 - e. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of SPCA's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that documents be maintained by City Hall.
13. Independent Contractor. It is understood that SPCA, 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. SPCA shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and SPCA hereby expressly waives any claim it may have to any such rights.
14. Professional Ability of SPCA. City has relied upon the professional training and ability of SPCA to perform the services hereunder as a material inducement to

enter into this Agreement. All work performed by SPCA under this Agreement shall be performed in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in SPCA's field of expertise.

15. Compliance with Laws. SPCA shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
16. Licenses. SPCA represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of SPCA to practice its profession. SPCA represents and warrants to City that SPCA 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.
17. Indemnity. SPCA agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.
18. Insurance Requirements. SPCA, at SPCA'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.
19. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below.

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

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

If to SPCA: **President**
 Northwest SPCA, Inc.
 2787 South 5th Ave.
 Oroville, CA 95965

20. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and SPCA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
21. Amendments. This Agreement may be modified or amended only by a written document executed by both SPCA and City and approved as to form by the City Attorney.
22. Assignments and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of SPCA. Assignments of any or all rights, duties, or obligations of the SPCA under this Agreement will be permitted only with the express prior written consent of the City. SPCA 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, SPCA 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 not 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.

23. 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.
24. 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.
25. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte, or in the United States District Court, Eastern District of California.
26. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party 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.
27. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
28. Execution. This Agreement may be executed in counterparts, in duplicate originals, and/or facsimile or electronically transmitted signatures. If executed

in counterparts, then upon proof of execution of at least one copy, the Agreement shall be effective from the date of the last signature. If executed in duplicate, each duplicate copy shall be valid as an original copy. If signatures are transmitted by facsimile or electronically, each facsimile or electronically transmitted signature shall be valid as an original signature. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Authority to Enter Agreement. SPCA 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.
30. Prohibited Interests. SPCA maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for SPCA, to solicit or secure this Agreement. Further, SPCA 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 SPCA, 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.
31. Equal Opportunity Employment. SPCA represents that is and 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

**NORTHWEST SOCIETY FOR THE
PREVENTION OF CRUELTY TO
ANIMALS, INC.**

By: _____
Chuck Reynolds, Mayor

By: _____
Mitch Brown, SPCA Board President

APPROVED AS TO FORM:

By: _____
Scott E. Huber, City Attorney

ATTEST:

By: _____
Jackie Glover, Assistant City Clerk

Attachments: Exhibit A – Scope of Services
 Exhibit B – Insurance Requirements

EXHIBIT A SCOPE OF SERVICES

The SPCA shall provide animal control services and boarding services to the City as outlined below:

1. Shelter Services

- A. Location. SPCA shall use the City Animal Shelter, located at 2787 South 5th Avenue, for the impoundment of all animals whether they be strays or otherwise turned over to SPCA by residents of the incorporated area of the Oroville of City. Impound facilities for large or exotic animals need not be located at this location, but shall be located within the County of Butte and shall be capable of ensuring the impoundment of such animals.
- B. Hours. SPCA shall maintain shelter open to the public at a minimum Monday through Friday, 8:00 a.m. to 4:30 p.m. and Saturdays from noon to 3:00 p.m. (closed Sundays and holidays).
- C. Animals at large. SPCA shall hold animals impounded while running at large for the period of time specified in Code of the City of Oroville, provided that the designated holding period shall not be less than provided by State law, and SPCA reserves the right to humanely euthanize any impounded sick or injured animal upon the recommendation of a veterinarian. In addition, SPCA agrees to provide pick-up and lawful disposal services for dead animals.
- D. Quarantined Animals. SPCA agrees, under the direction and in accordance with procedures established by the County Health Director, to carry out the provisions of Sections 121575-121710 (Rabies Control) of the Health and Safety Code of the State of California, and Sections 2606-2606.8 of Title XVII Administrative Code of the State of California and amendments to said Code, insofar as they pertain to the City of Oroville where SPCA provides animal control services.
- E. Biting. SPCA agrees to be responsible for investigating reports of biting animals and to report biting incidents to the County Health Officer and to take steps to quarantine and impound biting animals for observation in accordance with instructions by the County Health Officer.
- F. Veterinary Services. SPCA may convey all injured domestic animals found without their owners to a veterinarian for proper care and whenever injured, impounded or quarantined domestic animals may need emergency treatment. SPCA also agrees to pay for all veterinarian costs incurred in connection with the examination or treatment of sick or injured animals, including any euthanasia performed by a veterinarian following an examination of a sick or injured animal.
- G. Redemption fees and penalties. SPCA shall charge owners redeeming impounded animals such fees and penalties as may be established by

Resolution of the City Council in accordance with the City's Animal Control Ordinance. SPCA shall retain all such fees. SPCA shall report to the Finance Director of City amount of fees collected at the end of the fiscal year.

- H. Euthanasia and Disposal. All euthanasia shall be performed in a manner approved by both the American Humane Association and the American Veterinary Medical Association. SPCA shall also be responsible for the lawful disposal of all dead carcasses resulting from the performance of its duties under this Agreement.

2. Patrol Services

- A. Level of Services. The level of City patrol services required of SPCA shall be a random forty (40) hours per week. If necessary, the Chief of Police shall have the authority to adjust the schedule of the SPCA to meet specific needs within the City. SPCA agrees to furnish 2 motor vehicles with compartmental cages for the separation and humane treatment of animals, and other equipment necessary for the capture and transportation of cats, dogs, livestock and other animals. All patrol vehicles shall be conspicuously marked and identified.
- B. Stand By Availability. SPCA shall be available at all times for any emergency call-outs which are defined as response to injured, sick or aggressive animals or assistance required by the Oroville Police and/or Fire Department. In addition to the compensation outlined in the Agreement, the City shall compensate SPCA \$695 per month (approximately \$1.25 per hour multiplied by 128 hours per week) for Stand By Availability during hours that the SPCA is not open. In addition, if called out by the Oroville Police Department to respond to an injured, sick or aggressive animal, the City shall compensate SPCA at 1.5 times the hourly rate of the SPCA employee called out multiplied by the actual response time. SPCA shall charge a minimum of 2 hours for each Call Out service.

3. Dog Licensing Services

- A. Licensing. SPCA shall be responsible for the licensing of all dogs belonging to residents of the City. SPCA shall provide dog-licensing tags and shall also provide for the sale of licenses. SPCA shall charge and collect from the owners of dogs a licensing fee pursuant to Resolution of the City of Oroville. All licensing fees shall become the property of SPCA. SPCA shall report to the Finance Director of City the number of licenses issued and the amount of revenues collected from the licensing of dogs within the City at the end of the fiscal year.

4. Poundmaster Services

- A. Oroville Municipal Code 4-3. In accordance with Oroville Municipal Code section 4-3, SPCA agrees to serve, and is designated as City Pound Master.

5. Ordinance Enforcement and Administrative Penalties

- A. Notice of Violation. SPCA shall issue notices of violation to persons believed to be in violation of the City Animal Control Ordinance. Such notices will inform the suspected violator of the requirements of the Ordinance.
- B. Administrative Citations. SPCA, to the extent authorized by City, shall issue administrative citations to persons believed to be in violation of City's Animal Control Ordinance and State laws regulations and who have failed to heed a notice of violation or who have violated the Ordinance in such a manner as would indicate that a notice of violation would be disregarded or of no practical effect.
- C. Investigation and Testimony. SPCA's employees shall assist the City Attorney in investigating, and prosecuting violations of the City's Animal Control Ordinance and State laws and regulations by providing relevant reports or testimony. SPCA shall independently investigate all bite cases involving a known human victim for the purpose of identifying and quarantining the biting animal and determining its possible exposure to rabies.

EXHIBIT B

INSURANCE REQUIREMENTS FOR SPCA

SPCA 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 SPCA, its agents, representatives, employees, or volunteers.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- 4.
5. Errors and Omissions Liability insurance appropriate to the SPCA's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

SPCA 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 is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability:
\$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability:
\$1,000,000 per 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 designated volunteers; or the SPCA 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 designated volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the SPCA; or automobiles owned, leased, hired or borrowed by the SPCA.
2. For any claims related to this project, the SPCA's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and designated volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or designated volunteers shall be excess of the SPCA'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

SPCA 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 COUNCIL MEMBERS

**FROM: RUTH WRIGHT, ASSISTANT CITY ADMINISTRATOR –
ADMINISTRATIVE SERVICES
DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR
TYSON PARDEE, INFORMATION TECHNOLOGY MANAGER**

RE: SOFTWARE PURCHASE

DATE: NOVEMBER 2, 2021

SUMMARY

The City Council may consider the purchase of software to enhance City services.

DISCUSSION

On June 15, 2021, City Council approved the issuance of an RFP for financial accounting software. The RFP was issued with a closing date of July 23, 2021. The committee reviewed three proposals and decided to review two of them. Of the two, the committee choose Tyler Technologies, Inc., as being the best solution for the City. Their product, Munis for financial software was very impressive and well developed. Staff could see that they are committed to continuous development and updating their product. They shared their continuous improvement initiative that includes training and consulting to ensure we get the best from our investment. These continual developments are provided at no cost. They are public sector focused and are considered a proven solution with 140 California customers.

Staff has expressed the need for financial software as critical at this point as our current software has not been continuously developed and has actually gone backwards in a few areas. Staff is doing the best job possible to bring efficiency to our daily processing.

The committee also looked at another Tyler Technologies product, EnerGov as these modules are often purchased together. Staff has been working towards an outward facing product that would allow the public to engage with the City where they have not been able to in the past. It has a Citizens Engagement module, Community Development module, Business Management module, Code Enforcement and much more. These modules will allow citizens to pay for services online and licensing, business tax, submit plans for review and many other services. Staff has started down this path with our current provider and the project has been unbelievably difficult. Project stalls and unresponsiveness has caused it to basically halt. Staff recommends that we cease the current software implementation and shift to this superior software solution in addition to the financial software.

Cost summaries:

Annual Costs

We are currently paying \$51,663 for annual cloud hosted financial software and the cost for Tyler Technologies is \$55,333. For a total cost increase of \$3,670 annually. Staff feels this increase is justified for the efficiencies it will provide.

For the permitting software the annual cloud hosted fees for the current software would be \$56,380. Tyler Technologies EnerGov would be \$83,938 for an increase of \$27,558. Staff feels this is not a comparable cost because of the many additional features the software will provide. This will enable the City to have a web presence that will allow citizens to engage with the City online (make payments, submit plans etc.) that we don't offer currently.

One Time Costs

Conversion costs are to be billed as we go, the more work the City can do, the less the cost will be. Tyler Technologies estimates a one-time conversion cost of \$131,704 if we do a 50/50 work split. This cost is to migrate our existing data over to the new software. Staff is confident we can do most of the work and will do our best to keep this cost down. Another conversion cost of \$45,300 is estimated to create our invoices, accounts payable checks, billings etc. for the finance side. For the EnerGov side the set-up costs are estimated to be \$21,450 for developing forms specific to our City. \$29,340 is estimated for Project Management. And the last cost is for Implementation on-site and remote estimated hours of \$209,228. Staff will do everything possible to keep these costs down. These are one-time costs and estimates only, we are to be billed as we go.

Hardware costs are minimal and estimated to be \$7,204 for cash terminals and cash drawers, scanners, and printers. These are a one-time cost.

FISCAL IMPACT

Annual cloud hosting fees of \$139,271 for both financial and permitting software. One-time costs for data conversion, forms development, project management, implementation and small hardware of an amount not to exceed \$444,226.

RECOMMENDATION

Staff recommends for Council to approve and authorize the Mayor to sign a 5-year agreement with Tyler Enterprises for annual software service.

ATTACHMENTS

5-year agreement with Tyler Technologies



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Oroville, CA
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are

receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same

information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the

Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at

least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the date Tyler makes the SaaS environment available to you, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification.**
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final

judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL**

TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt

certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent

permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment

to an isolated “quarantined” environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler’s, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
	Schedule 1: Transaction Fee Chart
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
	Schedule 1: Hyperlinked Terms
	Schedule 2: DocOrigin Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Oroville, CA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Oroville
1735 Montgomery Street
Oroville, CA 95965-2410
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Jennifer Wahlbrink
 Quote Expiration: 04/12/22
 Quote Name: City of Oroville-ERP-Munis/EnerGov
 Quote Description: 10-7-21 v.1 - 5yr SaaS Munis & EnerGov 2021-130001-3
 SaaS Term: 5.00

Sales Quotation For:

City of Oroville
 1735 Montgomery St
 Oroville CA 95965-4897
 Phone: +1 (530) 538-2410

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting/GL	1	112	\$ 16,645
Accounts Payable	1	32	\$ 4,719
Budgeting	1	48	\$ 4,719
Capital Assets	1	40	\$ 3,971
Cash Management	1	28	\$ 2,727
Contract Management	1	24	\$ 1,799
Project & Grant Accounting	1	32	\$ 3,191
Purchasing	1	80	\$ 6,882
Revenue Management			
Accounts Receivable	1	64	\$ 3,472
General Billing	1	32	\$ 2,296
Tyler Cashiering	1	40	\$ 5,997
Data Insights			
EnerGov Advanced Automation Bundle w Executive Insights	1	8	\$ 3,686

Munis Analytics & Reporting w Executive Insights	1	64	\$ 10,753
Civic Services			
EnerGov Business Management Suite	5	160	\$ 5,280
EnerGov Citizen Self Service - Business Management	1	24	\$ 6,643
EnerGov Citizen Self Service - Community Development	1	24	\$ 6,643
EnerGov Community Development Suite	25	248	\$ 26,400
EnerGov Core Foundation Bundle	1	16	\$ 2,012
EnerGov Decision Engine	1	8	\$ 7,000
EnerGov e-Reviews	1	80	\$ 9,867
EnerGov iG Workforce Apps	6	16	\$ 2,112
EnerGov View Only License	4	0	\$ 1,408
Tyler GIS - Per Named User	29	8	\$ 6,264
Document Management			
Tyler Content Manager SE	1	32	\$ 6,884
Additional			
Tyler ReadyForms Processing (including Common Form Set)	1	0	\$ 3,245
Sub-Total:			\$ 154,615
<i>Less Discount:</i>			<i>\$ 15,344</i>
TOTAL			1220
			\$ 139,271

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
50/50 Work Split - Remote Hours -proposed scope	808	\$ 163	\$ 131,704	\$ 0
EnerGov Business Management Forms Library (6 Forms)	1	\$ 3,825	\$ 3,825	\$ 0
EnerGov Community Development Forms Library (5 Forms)	1	\$ 3,825	\$ 3,825	\$ 0
EnerGov Custom Report Development (3 pack)	1	\$ 9,000	\$ 9,000	\$ 0
Munis Executive Insights Implementation	1	\$ 4,800	\$ 4,800	\$ 0
P-Card Import Format	1	\$ 5,500	\$ 5,500	\$ 0
Project Management	180	\$ 163	\$ 29,340	\$ 0

Conversions			\$ 45,300	\$ 0
Onsite Implementation	324	\$ 195	\$ 63,180	\$ 0
Remote Implementation	896	\$ 163	\$ 146,048	\$ 0
TOTAL			\$ 442,522	\$ 0

Transaction Fees

Description
EnerGov Tyler Payments
EnerGov Tyler Payments POS
Munis Tyler Payments
Munis Tyler Payments POS

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Cash Drawer	2	\$ 260	\$ 0	\$ 520	\$ 0	\$ 0	\$ 0
Hand Held Scanner - Model 1950GSR	2	\$ 450	\$ 0	\$ 900	\$ 0	\$ 0	\$ 0
Hand Held Scanner Stand	2	\$ 30	\$ 0	\$ 60	\$ 0	\$ 0	\$ 0
Monthly Rental, Credit Card Device, Lane 5000 (w/ EMV, P2PE)	3	\$ 276	\$ 0	\$ 828	\$ 0	\$ 0	\$ 0
Printer (TM-S9000)	2	\$ 1,623	\$ 0	\$ 3,246	\$ 0	\$ 0	\$ 0
Tyler Payments PCI Service Fee (Per Device)	3	\$ 0	\$ 0	\$ 0	\$ 540	\$ 0	\$ 540
Tyler Secure Signature System with 2 Keys	1	\$ 1,650	\$ 0	\$ 1,650	\$ 0	\$ 0	\$ 0
TOTAL				\$ 7,204			\$ 540

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 139,271
Total Tyler Services	\$ 442,522	\$ 0
Total Third-Party Hardware, Software, Services	\$ 7,204	\$ 540

Summary Total	\$ 449,726	\$ 139,811
Contract Total	\$ 1,146,621	
Estimated Travel Expenses excl in Contract Total	\$ 21,000	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Accounts Payable				
AP - Checks up to 5 years	1	\$ 2,200	\$ 0	\$ 2,200
AP - Invoice up to 5 years	1	\$ 2,800	\$ 0	\$ 2,800
AP Standard Master	1	\$ 1,200	\$ 0	\$ 1,200
Additional				
EnerGov Business Management - Conversion	1	\$ 8,225	\$ 0	\$ 8,225
EnerGov Community Development - Conversion	1	\$ 10,575	\$ 0	\$ 10,575
Capital Assets				
CA Std Master	1	\$ 2,000	\$ 0	\$ 2,000
Document Management				
TCM SE - EnerGov Business Management-CNV	1	\$ 5,500	\$ 0	\$ 5,500
TCM SE - EnerGov Community Development	1	\$ 6,500	\$ 0	\$ 6,500
General Billing				
GB - Bills up to 5 years	1	\$ 3,500	\$ 0	\$ 3,500
GB Std CID	1	\$ 1,000	\$ 0	\$ 1,000

Purchasing				
Purchasing - Standard	1	\$ 1,800	\$ 0	\$ 1,800
TOTAL				\$ 45,300

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Subscription Fees			
ACFR Statement Builder	1	32	\$ 5,845
Financial Management			
Bid Management	1	24	\$ 2,097
eProcurement	1	24	\$ 2,727
Inventory	1	40	\$ 3,673
Quatred Asset Scanning Interface	1	16	\$ 1,397
Quatred Inventory Scanning Interface	1	16	\$ 1,397
Civic Services			
MyCivic Bundle	1	44	\$ 8,000
Tyler 311/Incident Management	1	56	\$ 2,748
Data Insights			
Socrata Capital Projects Explorer	1	0	\$ 6,000
Socrata Citizen Connect	1	24	\$ 3,840
Socrata Open Finance	1	0	\$ 12,000
Enterprise Asset Management			
Asset Maintenance	5	176	\$ 3,935
Recurring Services			
Tyler Detect	1	0	\$ 15,000
Document Management			
Tyler Meeting Manager	1	0	\$ 3,185
TOTAL:		452	\$ 71,844

Optional Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Install Fee - Socrata Capital Projects Explorer	1	\$ 1,600	\$ 1,600	\$ 0
Install Fee - Socrata Open Finance	1	\$ 3,200	\$ 3,200	\$ 0
Install Fee - Tyler Detect	1	\$ 1,000	\$ 1,000	\$ 0
POS Cash Installation (Up to 3)	1	\$ 1,000	\$ 1,000	\$ 0
Source Code Escrow	1	\$ 1,500	\$ 1,500	\$ 0
Conversion			\$ 20,500	\$ 0
Onsite Implementation	124	\$ 195	\$ 24,180	\$ 0
Remote Implementation	328	\$ 163	\$ 53,464	\$ 0
TOTAL			\$ 106,444	\$ 0

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Koa Hills - Data Conversion Assistance - EAM	1	\$ 22,080	\$ 0	\$ 22,080	\$ 0	\$ 0	\$ 0
Koa Hills - Data Conversion Assistance - EnerGov	1	\$ 44,160	\$ 0	\$ 44,160	\$ 0	\$ 0	\$ 0
Koa Hills - Data Conversion Assistance - Finance	1	\$ 25,800	\$ 0	\$ 25,800	\$ 0	\$ 0	\$ 0
Pattern Stream Automated Document System - Implementation	40	\$ 160	\$ 0	\$ 6,400	\$ 0	\$ 0	\$ 0
Pattern Stream Automated Document System - SaaS	1	\$ 0	\$ 0	\$ 0	\$ 14,372	\$ 0	\$ 14,372
Quatred QUICK Fixed Asset Starter Kit	1	\$ 7,292	\$ 0	\$ 7,292	\$ 0	\$ 0	\$ 0
Quatred QUICK Inventory Starter Kit	1	\$ 7,292	\$ 0	\$ 7,292	\$ 0	\$ 0	\$ 0
Quatred Remote Professional Services - Multi Product	1	\$ 5,760	\$ 0	\$ 5,760	\$ 0	\$ 0	\$ 0
TOTAL				\$ 118,784			\$ 14,372

Optional Conversion Details (Prices Reflected Above)

Description	Quantity	Unit Price	Discount	Total
Asset Maintenance				
AM - Closed WO History No Cost Data	1	\$ 3,000	\$ 0	\$ 3,000
AM - WO History With Cost Data	1	\$ 3,000	\$ 0	\$ 3,000
AM - Work Order Asset	1	\$ 4,000	\$ 0	\$ 4,000
Contract Management				
Contracts	1	\$ 3,000	\$ 0	\$ 3,000
Inventory				
IN Std Master	1	\$ 2,400	\$ 0	\$ 2,400
Tyler 311				
Tyler 311 / Tyler Incident Management	1	\$ 5,100	\$ 0	\$ 5,100
TOTAL				\$ 20,500

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.


Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 30-day trial of the Tyler Detect cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com  to initiate the trial.

EnerGov Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 1 unique business transactions, 1 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

EnerGov Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 2 unique business transactions, 2 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The SaaS fees for products that are not named users are based on 32 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Business Management Forms Library Includes: 1 Licensing - Business License, 1 Licensing - Business License Renewal, 1 Licensing - Business License Delinquent, 1 Licensing - Profession License, 1 Licensing - Profession License Renewal, 1 Licensing Profession License Delinquent.

EnerGov Business Management Forms Library includes standard Business License form and standard Business License Renewal form. EnerGov Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of xUBT1 unique business transact

Community Development Forms Library Includes: standard Permits - Building, standard Permits - Trade, standard Planning - Certificate, standard Permits - Occupancy/Completion, standard Code - Violation Notice.

Community Development Forms Library Includes: standard Permits - Building, standard Permits - Trade, standard Planning - Certificate, standard Permits - Occupancy/Completion, standard Code - Violation Notice. EnerGov Community Development: Tyler leads a

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Additional required hardware will be purchased by the client directly through Quatred.

Quatred QUICK Fixed Asset Starter Kit: QUICK Fixed Asset Software, NX6 Rugged Mobile Scanning Device with 2D Imager, WLAN, Bluetooth, GPS, Camera, Android 8.1 OS, Power supply, with 3 Year All-Inclusive depot repair/replace coverage. Software support an

Quatred QUICK Inventory Starter Kit: QUICK Inventory Software, NX6 Rugged Mobile Scanning Device with 2D Imager, WLAN, Bluetooth, GPS, Camera, Android 8.1 OS, Power supply, with 3 Year All-Inclusive depot repair/replace coverage. Software support and upgrades renewal for QUICK Inventory - after the first year, billed by Quatred.

Quatred Remote Professional Services - Multi Product: 4 days onsite installation, configuration and training. Includes travel and living. Fees for Quatred services are payable upon completion of services.

In the event a self-hosted customer opts to enroll as a beneficiary under Tyler's source code escrow agreement, Tyler will provide the paperwork required for enrollment. That self-hosted customer will be billed, on an annual basis, directly by Tyler's escrow agent, and all such fees must be paid directly to that escrow agent. Rates for subsequent years are subject to change at the discretion of Tyler's escrow agent.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

For the avoidance of doubt, Tyler Detect is a subscription service, not SaaS. Notwithstanding the foregoing language, payment of annual subscription fees for Tyler Detect commence on the availability of the service. Tyler Detect services will renew automatically for additional one (1) year terms, and subsequent subscription fees are due annually in advance on the anniversary of the availability date at our then-current rates. Pricing is based on client's current network size as defined by their entity size. Any material increases of network size may result in additional fees being assessed for the Tyler Detect service upon renewal. The quoted Tyler Detect amount does not include monitoring of student devices nor analysis of student network traffic. Tyler can quote an additional fee for these services.

Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

Tyler Secure Signature System includes digitizing two signatures, additional charges will apply for additional signatures.

Tyler Annual Discount Detail (Excludes Optional Products)

2021-280414-DOR1V9

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Additional			
Tyler ReadyForms Processing (including Common Form Set)	\$ 3,245	\$ 325	\$ 2,920
Data Insights			
EnerGov Advanced Automation Bundle w Executive Insights	\$ 3,686	\$ 369	\$ 3,317
Munis Analytics & Reporting w Executive Insights	\$ 10,753	\$ 1,075	\$ 9,678
Document Management			
Tyler Content Manager SE	\$ 6,884	\$ 688	\$ 6,196
Civic Services			
EnerGov Business Management Suite	\$ 5,280	\$ 530	\$ 4,750
EnerGov Citizen Self Service - Business Management	\$ 6,643	\$ 664	\$ 5,979
EnerGov Citizen Self Service - Community Development	\$ 6,643	\$ 664	\$ 5,979
EnerGov Community Development Suite	\$ 26,400	\$ 2,650	\$ 23,750
EnerGov Core Foundation Bundle	\$ 2,012	\$ 201	\$ 1,811
EnerGov Decision Engine	\$ 7,000	\$ 700	\$ 6,300
EnerGov e-Reviews	\$ 9,867	\$ 987	\$ 8,880
EnerGov iG Workforce Apps	\$ 2,112	\$ 210	\$ 1,902
Tyler GIS - Per Named User	\$ 6,264	\$ 638	\$ 5,626
Revenue Management			
Accounts Receivable	\$ 3,472	\$ 347	\$ 3,125
General Billing	\$ 2,296	\$ 230	\$ 2,066
Tyler Cashiering	\$ 5,997	\$ 600	\$ 5,397
Financial Management			
Accounting/GL	\$ 16,645	\$ 1,665	\$ 14,980
Accounts Payable	\$ 4,719	\$ 472	\$ 4,247
Budgeting	\$ 4,719	\$ 472	\$ 4,247
Capital Assets	\$ 3,971	\$ 397	\$ 3,574
Cash Management	\$ 2,727	\$ 273	\$ 2,454
Contract Management	\$ 1,799	\$ 180	\$ 1,619
Project & Grant Accounting	\$ 3,191	\$ 319	\$ 2,872
Purchasing	\$ 6,882	\$ 688	\$ 6,194

TOTAL	\$ 153,207	\$ 15,344	\$ 137,863
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Schedule 1

Payer Electronic Payment Costs If passing transaction costs to the payer	
<u>Payer Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express for transactions (service fee) Applied to: Over the Counter & online EnerGov <ul style="list-style-type: none"> - Permits - Code Violations - Planning - Business License Munis <ul style="list-style-type: none"> - Miscellaneous billing payments - Hanger rents - Retiree medical - Ground leases - Inspection fees 	2.95% \$2.00 minimum
<u>Payer eCheck Cost</u> – per electronic check transaction	\$1.95
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00
<u>Card Terminal Rental</u> – Annual recurring fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Lane 3000 : \$396 (annual recurring) Lane 5000 : \$456 (annual recurring)
<u>Card Terminal Purchase</u> – Maintenance fee is an annual fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Lane 3000 : \$419 (one-time fee) Lane 5000 : \$529 (one-time fee) Plus \$180 Device Annual Support
<u>IVR (optional – Munis)</u> - per transaction on top of Card fee passed to the payer or absorbed	\$0.50



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule 1 of Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

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**Exhibit D
Schedule 1
Hyperlinked Terms**

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Exhibit D
Schedule 2
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Last Updated: July 22, 2017



Exhibit E
Statement of Work

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City of Oroville

SOW from Tyler Technologies, Inc.

9/23/2021

Presented to:
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Contact:
Katharina Howard
Email: Katharina.Howard@TylerTech.com
One Tyler Drive, Yarmouth, ME 04096

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

1.3 Methodology

This is accomplished by City of Oroville and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client’s complexity and organizational needs.

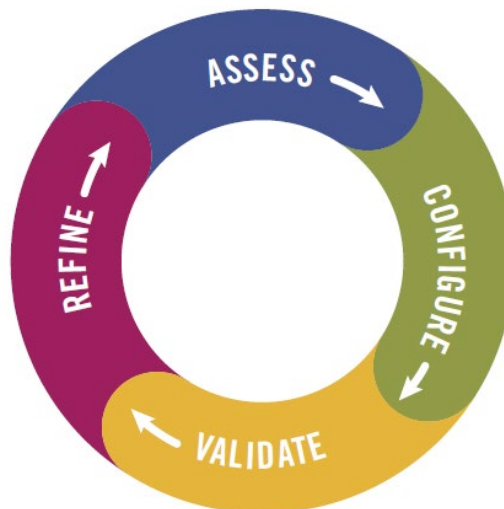
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both City of Oroville and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that City of Oroville and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where City of Oroville's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to efficiently and effectively complete the Project.

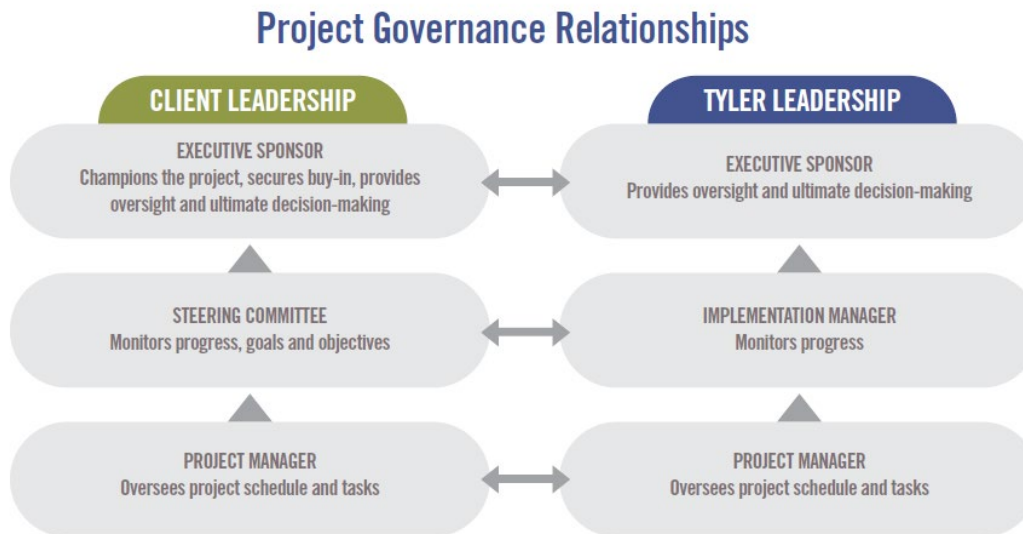
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to adequately meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and City of Oroville collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and City of Oroville Steering Committee become the escalation points to triage responses prior to escalation to City of Oroville and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. City of Oroville and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the ‘triple constraints’ or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

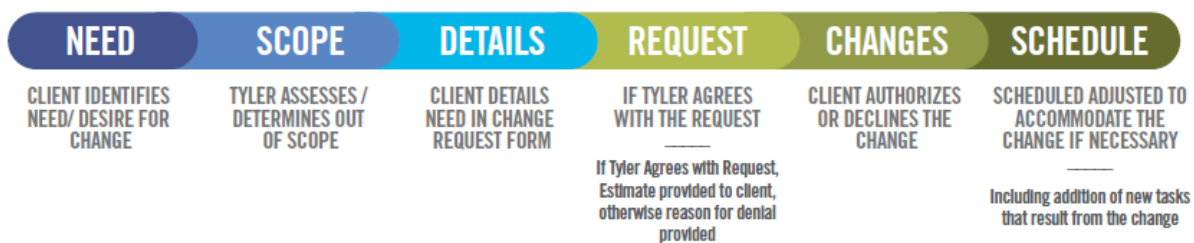
3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some changes may result in less cost to City of Oroville; for example, City of Oroville may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to City of Oroville, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

City of Oroville will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and City of Oroville). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City of Oroville office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City of Oroville will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The City of Oroville project manager will strive to gain deliverable and decision approvals from all authorized City of Oroville representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City of Oroville department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City of Oroville shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City of Oroville does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City of Oroville does not agree the particular Deliverable or Control Point meets requirements, the City of Oroville shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City of Oroville shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City of Oroville does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for City of Oroville and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at City of Oroville, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying City of Oroville 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to City of Oroville 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City of Oroville management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by City of Oroville project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

- Collaborates with City of Oroville project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between City of Oroville and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to City of Oroville any items that may impact the outcomes of the Project.
- Collaborates with City of Oroville's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with City of Oroville's project manager(s) to set a routine communication plan that will aide all Project team members, of both City of Oroville and Tyler, in understanding the goals, objectives, current status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides City of Oroville through software validation process following configuration.
- Assists during Go-Live process and provides support until City of Oroville transitions to Client Services.
- Facilitates training sessions and discussions with City of Oroville and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.

- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.1.7 Tyler SaaS Technicians

- Sets up Tyler-hosted servers.
- Provides maintenance of hosted server hardware, operating system, and software upgrades.
- Provides IT-related services for server environment.
- Provides remote technical assistance and tracks issues.
- Provides system management and disaster recovery services within hosting services.
- Performs Tyler software upgrades through coordination with City of Oroville.

5.2 City of Oroville Roles & Responsibilities

City of Oroville resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City of Oroville Executive Sponsor

The City of Oroville executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City of Oroville steering committee, project manager(s), and functional leads to make critical business decisions for City of Oroville.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City of Oroville Steering Committee

The City of Oroville steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City of Oroville project manager and Project as a whole through participation in regular internal meetings. The City of Oroville steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City of Oroville steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost

- Scope
- Schedule
- Project Goals
- City of Oroville Policies
- Needs of other client projects

5.2.3 City of Oroville Project Manager

City of Oroville shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. City of Oroville Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When City of Oroville project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for City of Oroville project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between City of Oroville and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both City of Oroville staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City of Oroville resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City of Oroville technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City of Oroville Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to City of Oroville project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City of Oroville resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training

- Process testing
- Solution Validation

5.2.5 City of Oroville Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on City of Oroville business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to City of Oroville staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 City of Oroville End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City of Oroville Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City of Oroville third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from City of Oroville's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City of Oroville Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage City of Oroville's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.

- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City of Oroville and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City of Oroville Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

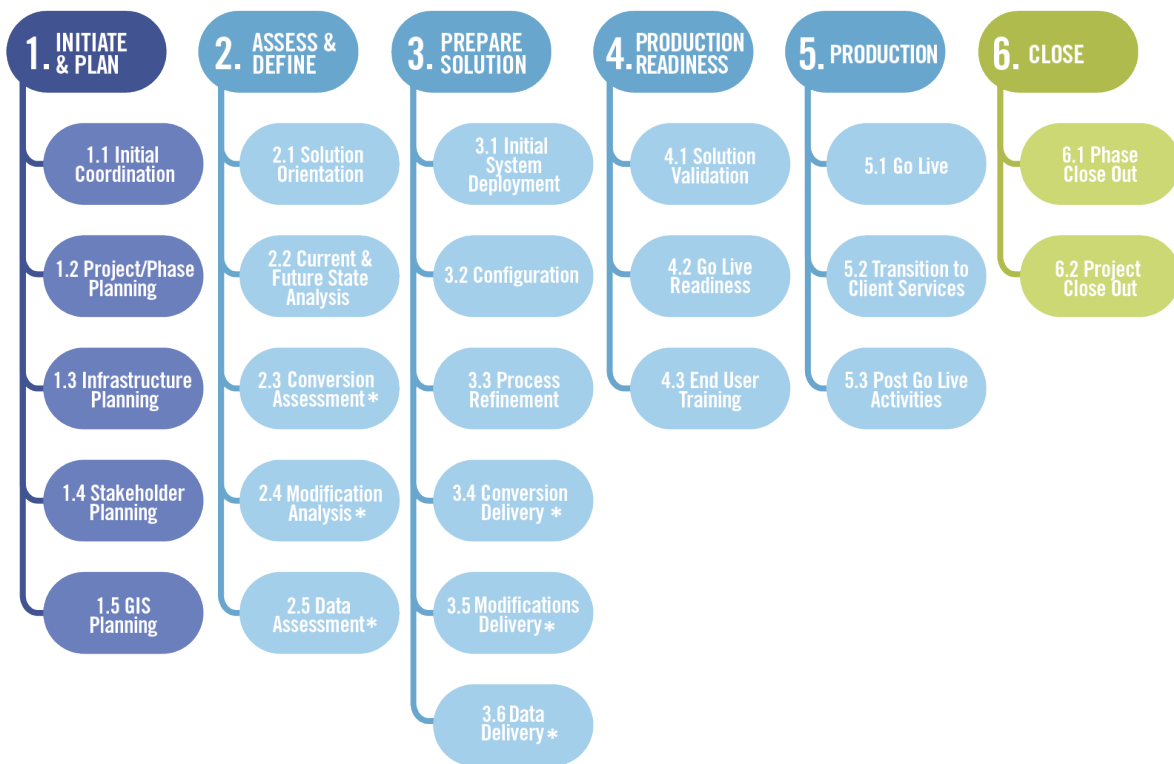
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by City of Oroville.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides City of Oroville with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. City of Oroville gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with City of Oroville's team. During this step, Tyler will work with City of Oroville to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

STAGE 1	Initial Coordination																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to City of Oroville		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work
Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with City of Oroville to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City of Oroville Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to City of Oroville's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City of Oroville Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				

Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I
----------------------------------	--	---	---	---	---	---	---	--	---	---	---	---	---	---	---	--	---

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City of Oroville provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City of Oroville has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train City of Oroville to install License Software. The City of Oroville is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure City of Oroville's infrastructure meets Tyler's application requirements.
- Ensure City of Oroville's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						

*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City of Oroville Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City of Oroville team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to City of Oroville
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City of Oroville business processes. This information will be used to identify and define business processes utilized with Tyler software. City of Oroville collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City of Oroville team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City of Oroville team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare City of Oroville for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

City of Oroville and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City of Oroville will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

STAGE 2	Current & Future State Analysis														
	Tyler								Client						

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Client current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City of Oroville attendees possess sufficient knowledge and authority to make future state decisions.
- City of Oroville is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Client Source data
	Client Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Client Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with City of Oroville representatives to identify business rules before writing the conversion.
- City of Oroville subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the client against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- City of Oroville is able to access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Client Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible

Licensed Software is Installed on Client Devices (if applicable)	Software is accessible
Installation Checklist/System Document	System Passes
Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current generally available version of the Tyler Licensed Software will be installed.
- City of Oroville will provide network access for Tyler modules, printers, and Internet access to all applicable City of Oroville and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with City of Oroville to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. City of Oroville collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate City of Oroville Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Client configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. City of Oroville is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City of Oroville users on how to execute processes in the system to prepare them for the validation of the software. City of Oroville collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that City of Oroville understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Client Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			

Validate interface process and results			I	C			C				A	R		C			C
Update client-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed client-specific process documentation (completed by City of Oroville)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City of Oroville's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City of Oroville will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City of Oroville to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and			C	C	C						A	R		C			C

reconcile to source system																	
-------------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified and ready for final pass

Work package assumptions:

- The City of Oroville will provide a single file layout per source system as identified in the investment summary.
- The City of Oroville subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City of Oroville project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the client team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the client to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that City of Oroville verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure City of Oroville organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City of Oroville updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and City of Oroville will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live.

Issues and concerns will be discussed and mitigation options documented. Tyler and City of Oroville will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to City of Oroville

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City of Oroville users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- City of Oroville is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Client-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan														
	List of End Users and their Roles / Job Duties														
	Configured Tyler System														

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables														
	City of Oroville signoff that training was delivered														

Work package assumptions:

- The City of Oroville project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.

- Tyler will work with City of Oroville as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City of Oroville departments.
- City of Oroville will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and City of Oroville will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with City of Oroville to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, City of Oroville and Tyler will complete work assigned to prepare for Go-Live.

City of Oroville provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, City of Oroville manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with City of Oroville during Go-Live activities. City of Oroville transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Client data available in Production environment.

STAGE 5	Go-Live																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Client confirms data is available in production environment

Work package assumptions:

- City of Oroville will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The City of Oroville Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City of Oroville Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the City of Oroville teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of City of Oroville onto the Tyler Client Services team, who provides City of Oroville with assistance following Go-Live, officially transitioning City of Oroville to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to City of Oroville teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer client to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. City of Oroville transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of City of Oroville for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and City of Oroville teams that activities within this phase are complete.

STAGE 6	Phase Close Out														
	Tyler								Client						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C				
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C	C
Release phase-dependent Tyler project resources	A	R	I								I				

Participants	Tyler	Client
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time City of Oroville may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to City of Oroville teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City of Oroville and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
------------------------	--	---

	Post Project Report	Client acceptance; Completed report indicating all project Deliverables and milestones have been completed
--	---------------------	--

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and City of Oroville will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a number of assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City of Oroville Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City of Oroville project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, City of Oroville is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring City of Oroville to make process changes.
- City of Oroville is responsible for defining, documenting and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City of Oroville is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City of Oroville resources will participate in scheduled activities as assigned in the Project Schedule.
- The City of Oroville team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and City of Oroville will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.
- City of Oroville will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- City of Oroville makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- City of Oroville will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- City of Oroville will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- City of Oroville is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with City of Oroville representatives to identify business rules before writing the conversion. City of Oroville must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The client will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.

- The City of Oroville Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Client is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- City of Oroville will provide dedicated space for Tyler staff to work with City of Oroville resources for both on-site and remote sessions. If Phases overlap, City of Oroville will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- City of Oroville will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.

Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]
Infrastructure	The composite hardware, network resources and services required for the existence, operation and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only

	one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.
Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 TCM Conversion Summary

9.1.1 TCM – Standard

- Up to records
- Up to document type(s)
- All visible fields configured for TCM EE installations or the standard fields that exist for TCM SE installations
- Images and Attachments as described below
- Lookups are imported with the assistance of the consultant
- Conversion from
 - Data from
 - Images from
- Annotations text stamps on tiff and pdf images
- Annotations image stamps on tiff images
- Redactions on tiff images

9.2 EnerGov Conversion Summary

9.2.1 Community Development

- Permit Master basic information
- Plan Master basic information
- Plan & Permit Contacts
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Sub-permit Associations – Visible in Workflow and Attached Records
- Reviews and Approvals
- Projects
- Permit Renewals
- Bonds and Escrow
- Contractors
- Workflow based on configured EnerGov template customized only by inclusion/exclusion based on status, type or class of the associated permit, plan, etc.
- Inspections and Inspection Cases
- Meetings and Hearings
- Activities and Actions
- Conditions
- Fees
- Holds
- Notes
- Parcels and Addresses
- Payments and Fee History

- Zones
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Violations
- Fees
- Payments
- Notes

9.2.2 Business Management

- Business Entity (Only for Business Licensing)
- License Master basic information
- License Contacts
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Reviews and Approvals – Converted to Activity
- Fees
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Workflow based on configured EnerGov template customized only by inclusion/exclusion based on status, type or class of the associated license, code case, etc.
- Contractors
- Business Types and NAICS Codes
- Payment and Fee History
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Parcels and Addresses
- Meetings and Hearings
- Violations
- Fees
- Payments
- Notes

9.3 Munis Conversion Summary

9.3.1 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.3.2 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.3.3 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.3.4 Capital Assets Master

- Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

9.3.5 General Billing CID

- Customer information

9.3.6 General Billing – Bills

- 5 years of open and closed invoices
- General Ledger information so open invoices can be processed in Munis

9.3.7 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line item descriptions, quantities, amounts, etc.

10. Additional Appendices

10.1 EnerGov Definitions

10.1.1 “Template Business Transactions”

- A pre-defined and pre-configured EnerGov business process from EnerGov’s “Best Management Template”.
- The following modifications to Template Business Transactions are considered within scope:
 - Any changes to required inspections within the workflow
 - Any changes to the required plan reviews within the workflow
 - Adding up to 2 additional actions to the workflow
 - Configuration of fees, allowing creation of up to 3 new fees to accommodate
 - Any changes to custom field layouts that are directly related to fees or included reports
- Customization/Configuration of any of these parameters beyond the scope listed above will require the respective business process to be considered a “Unique Business Transaction”, as described below.

Note: All transaction counts are quantified in the comments of the Investment Summary.

10.1.2 “Unique Business Transactions”

- Unique configuration of workflow or business process steps & actions, including output actions
- Unique Fee configuration
- Unique Custom field configuration

10.1.3 “Geo-Rules”

- An automation event that references GIS data. Current geo-rule action types are:

Alert	Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).
Block	Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
Block with Override	Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
Fee Date	Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
Field Mapping	A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
Required Action	A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
Required Step	A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
Zone Mapping	The zone(s) automatically populate on the “Zones” tab of the record (i.e. plan, permit, code case, etc.).

10.1.4 “Automation Events”

10.1.4.1 “Intelligent Objects (IO)”

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts, and other notifications.

10.1.4.2 “Intelligent Automation Agents (IAA)”

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA tasks that need to be run, then the associated actions are performed. The IAA does not generate alerts or errors. Custom SQL queries are not Tyler deliverables.

10.1.5 “EnerGov SDK/API (Toolkits)”

- API’s developed by Tyler Technologies for extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit/API does not imply any development related services from Tyler Technologies. The client is responsible for working with their IT staff and VAR’s to develop any necessary applications and integrations except as otherwise noted in the Investment Summary or for any “in-scope” integrations.

11. Project Timeline

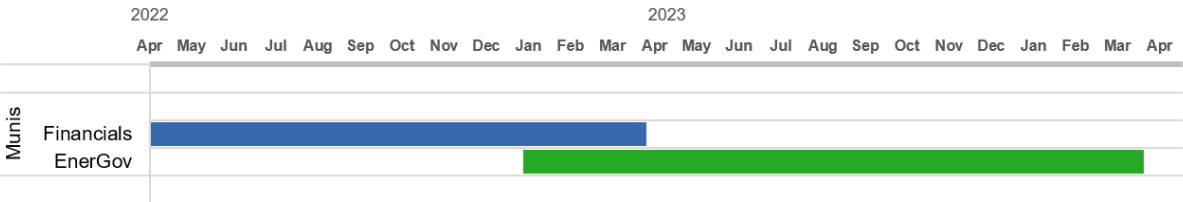
11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to ninety (90) days to move from Agreement signing to the Initiate & Plan Stage.

//

PROJECT TIMELINE





CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

**FROM: BILL LAGRONE, CITY ADMINISTRATOR
DAWN NEVERS, ASST. DIRECTOR COMMUNITY DEVELOPMENT**

**RE: ACCEPTANCE OF PROPOSAL FROM D.H. SLATER & SONS, INC. FOR
THE DISPATCH CENTER AND CAPITAL IMPROVEMENT PROJECT**

DATE: NOVEMBER 2, 2021

SUMMARY

The Council may consider accepting a proposal received from D.H. Slater & Sons, Inc. for the demolition and remodel of the Dispatch Center and Emergency Operation Center (EOC) at the Public Safety Building.

DISCUSSION

Staff hired an engineering firm to draw plans and published a Request for Bids on July 1, 2021, for the demolition of repairs and re-construction following the cancellation of the contract with the previous remodel contractor. The project was published on Public Purchase and Valley Contractor's Exchange. Three mandatory bid-walks were held in which many contractors and sub-contractors attended.

The existing dispatch center was originally built in 1982, has been used 24 hours a day for the last 39 years and is in need of a remodel and updating. In doing so, the proposed plan will also update other areas within the public safety department, to include an updated training room that would be able to facilitate a City Emergency Operation Center (EOC) if the need were to arise. Additionally, the Corona Virus pandemic has caused staff to reevaluate and change the functionality of the store front, lobby area and gust windows to protect the health of staff and visitors.

When the bidding closed on October 6, 2021, three bids were received. The selected bidder, D.H. Slater & Sons, Inc. was the lowest and most qualified bidder at \$1,246,832.00. The contractor's license has been verified and is in good standing, bonded and insured.

FISCAL IMPACT

Request Council approval for appropriations in the amount of \$1,246,832.00 with a 15% contingency in the amount of \$187,024.80 from fund 304 Capital Projects Fund (RDA Bond Proceeds) for \$525,000 and \$908,856.8 from our Capital Projects Fund that has an unencumbered balance of over 2 million.

RECOMMENDATION

Adopt Resolution No. 9003 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AND ACCEPT THE PROPOSAL WITH D.H. SLATER & SONS, INC. AUTHORIZING D.H. SLATER & SONS, INC. TO COMPLETE THE PROPOSED DEMOLITION AND REMODEL AT THE PUBLIC SAFETY DEPARTMENT, IN THE AMOUNT OF \$1,246,832.00.

ATTACHMENTS

Resolution No. 9003
Agreement No. 3394 and attachments

CITY OF OROVILLE
RESOLUTION NO. 9003

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AND ACCEPT THE PROPOSAL WITH D.H. SLATER & SONS, INC. AUTHORIZING D.H. SLATER & SONS, INC. TO COMPLETE THE PROPOSED DEMOLITION AND REMODEL AT THE PUBLIC SAFETY DEPARTMENT, IN THE AMOUNT OF \$1,246,832.00.

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

1. The Mayor is hereby authorized and directed to sign and accept the proposal from D.H. Slater & Sons, Inc., authorizing the proposed demolition and remodel at the Public Safety Department, in the amount of \$1,246,832.00.
2. 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 November 2, 2021, by the following vote:

AYES: 13

NOES: 14

ABSTAIN: 15

ABSENT: 16

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

PROJECT CONTRACT

THIS PROJECT CONTRACT (the "contract" or "Contract"), is made and entered into this 2nd day of November, 2021, by and between City of Oroville (referred to herein as the "Owner" or the "City") and D.H. Slater & Sons, Inc. (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:

FACILITY REPAIR AND REMODEL OROVILLE POLICE & FIRE 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: \$1,246,832.00. In no event shall Contractor's compensation exceed the amount of \$1,246,832.00 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) **Additional Acknowledgement Documentation**
- 5) **Addendum No. 1**
- 6) **Addendum No. 2**

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: D.H. Slater & Sons, Inc. (Second Party)

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

APPROVED AS TO FORM:

By: _____
City Attorney, Scott Huber

ATTEST:

By: _____
City Clerk, Bill LaGrone

BID FORM

Bid Opening Date: October 6, 2021
 Hour of Bid Opening: 2:00 p.m.
 Place of Bid Opening:
City of Oroville
1735 Montgomery Street, Council Chambers
Oroville, California 95965

TO: The City of Oroville, State of California:

Bid of,

D.H. Slater & Son Inc.

organized and existing under the laws of the State of California, and doing business as:
☒ a Corporation ☐ a Partnership ☐ an Individual to the City of Oroville, 1735 Montgomery Street, Oroville, California 95965. The bidder, in compliance with the Invitations for Bids for:

**FACILITY REPAIR AND REMODEL
 OROVILLE POLICE & FIRE DEPARTMENT**

having examined the plans and specifications with related documents of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

The bidder is required to examine carefully the work site, the proposal form, plans, Specifications, Supplemental Specifications, special provisions and contract forms for the work contemplated. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered for performing the work as scheduled, and as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the plans, Specifications, Supplemental Specifications, special provisions and contract. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to all the conditions and contingencies.

Bidder hereby agrees to commence work under this contract within ten (10) working days after issuance of the Notice to Proceed by the City and, will fully complete the project within one hundred thirty (130) working days after the issuance of the Notice to Proceed, unless the period of completion is extended thereafter as stipulated in the specifications. Liquidated damages established for this contract are established at \$500.00 per day for each working day that all project work is not completed after the 130th working day.

Bidder further agrees that should he/she fail to complete any segment of work in the time specified, he/she will pay liquidated damages to the City as prescribed in these specifications. It is understood that the City reserves the right to increase or decrease the quantities of items bid in the contract with no change in the unit prices bid, provided the change in a major item does not exceed 25 percent and of other items, 30 percent.

All items contained in the project bid schedule, including the additive bid alternatives, must be submitted for the entire work. Award of contract will be based on the lowest responsible bidder for the combination of base bid schedule with the additive alternatives, at the City's discretion. The amount of the bid for comparison purposes will be the total bid of all items for each respective Bid Schedule. The unit prices shall include all labor, materials, tools, equipment, overhead, profit, fees and all other items of expense necessary for and incidental to the finished work.

The bidder understands that the City reserves the right to award or reject any or all bids for each respective Bid Schedule. The bidder agrees that their bids shall be good and may not be withdrawn for a period of sixty (60) calendar days after the actual date of opening thereof.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within ten (10) calendar days and deliver surety bonds as required by the general conditions. The bid security, attached, is to become the property of the City in the event the contract and bonds are not executed within the time set forth as liquidated damages for the delay and additional expense to the City caused thereby.

Accompanying this bid is bidder's bond

(Note: Insert the words "cash," "cashier's check," "certified check," or "bidder's bond" as the case may be in the amount equal to at least ten (10) percent of the total bid.)

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

D.H. Slater & Son Inc.

Brandon Slater | President, Secretary

Chris Coen | CFO, Treasurer

Licensed in accordance with an act providing for the registration of Contractors,

License No. & Exp. Date: 453735 | 3-31-2022 Classification(s) A,B,C-6,C-8,C-33,C-36

ADDENDA: This proposal is submitted with respect to the changes to the contract including addendums(s) (01) 09-29-2021 , (02) 10/5/21

(Fill in addendum numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

Addendum or addenda issued by the department must be noted above.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code are true and correct.

Signature of Bidder  Date: 10/6/2021

Name and Title of Bidder: Chris Coen

Name of Business: D.H. Slater & Son Inc.

Business Address: 3753 Morehead Ave Chico Ca. 95958

Telephone Number: 530 893 3333

Attest: 

Dated: 10-6-2021

License No. & Exp. Date: 453735 | 3-31-2022

Classification: A,B,C-6,C-8,C-33,C-36

SEAL: (If bid by corporation)

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)

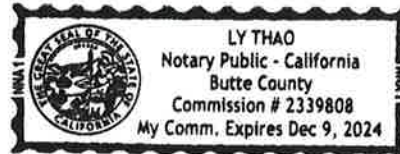
On October 5th, 2021 before me, Ly Thao, Notary Public
(insert name and title of the officer)

personally appeared Chris Coen,
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)



FACILITY REPAIR AND REMODEL OROVILLE POLICE & FIRE DEPARTMENT BID SCHEDULE

Bidder agrees to perform all of the work described in the contract documents and this bid form for the amounts shown in the "Bid Amount" column.

D. H. Slater & Son, Inc. / 3753 Morehead Ave. Chico, CA 95928 / 530-893-3333

Contractor's Company Name, Address and Phone Number

CFO /  / 10/6/21

Contractor's Title, Signature and Date

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in strict accordance with the Contract Documents for the TOTAL BID PRICE:

BASE BID SCHEDULE

BID ITEM	ITEM DESC RIPTI ON	UNIT	EST. QTY.	UNIT PRICE	LINE ITEM COST
1	Mobilization, Demobilization, And Final Cleanup	LS	1	200,895. ⁰⁰	200,895. ⁰⁰
2	Demolition of 1st Floor Wood Framed Walls	LS	1	26,234. ⁰⁰	26,234. ⁰⁰
3	Demolition of 1st Floor Front Entry Store Front	LS	1	7,332. ⁰⁰	7,332. ⁰⁰
4	Demolition of 1st Floor Non-ADA Restroom Facilities	LS	2	4,811. ⁵⁰	9,623. ⁰⁰
5	Demolition of 1st-2nd Floor Non-ADA Lift	LS	1	4,931. ⁰⁰	4,931. ⁰⁰
6	Construction of 1st Floor Wood Framed Walls	LS	1	414,860. ⁰⁰	414,860. ⁰⁰
7	Construction of 1st Floor Front Entry Store Front	LS	1	20,263. ⁰⁰	20,263. ⁰⁰
8	Construction of 1st Floor ADA Compliant Restroom Facilities	LS	2	20,769. ⁵⁰	41,539. ⁰⁰
9	Construction of New 1st-2nd Floor ADA Lift	LS	1	92,162. ⁰⁰	92,162. ⁰⁰
10	Demolition of 2nd Floor A CMU Exterior Wall	LS	1	7,675. ⁰⁰	7,675. ⁰⁰
11	Demolition of 2nd Floor Non-ADA Compliant Rest/Locker Room Facilities	LS	1	11,456. ⁰⁰	11,456. ⁰⁰
12	Demolition of 2nd Floor Cabinets And Sinks In Office Areas	LS	1	2,406. ⁰⁰	2,406. ⁰⁰
13	Construction of 2nd Floor CMU Wall	LS	1	51,733. ⁰⁰	51,733. ⁰⁰
14	Construction of 2nd Floor Landing And Stairs	LS	1	28,780. ⁰⁰	28,780. ⁰⁰
15	Construction of 2nd Floor ADA Compliant Rest/Locker Room Facilities	LS	1	136,862. ⁰⁰	136,862. ⁰⁰
16	Construction of 2nd Floor ADA Compliant Cabinets And Sinks In Office Areas	LS	1	1,682. ⁰⁰	1,682. ⁰⁰
17	Reconstruct Roof	LS	1	188,399. ⁰⁰	188,399. ⁰⁰
		Total Bid Items 1-17:		1,246,832. ⁰⁰	

Bidders must provide pricing for every bid item. Base Bid items above reflect in the project plans.

The estimated quantities for unit price items are for purposes of comparing bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates.

In case of discrepancy between the unit price and the line item cost set forth for a unit price item, the line item cost, calculated at the unit price multiplied by the estimated quantity, shall prevail and shall be utilized

Bidders must provide pricing for every bid item. Base Bid items above reflect in the project plans.

The estimated quantities for unit price items are for purposes of comparing bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates.

In case of discrepancy between the unit price and the line item cost set forth for a unit price item, the line item cost, calculated at the unit price multiplied by the estimated quantity, shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Line Item Cost" column, then the amount set forth in the "Line Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. If any of the above discrepancies exist, the City may recalculate the bid price on the basis of the unit price and the bidder agrees to be bound by such recalculation. Final payment for unit price items shall be determined by the City from measured quantities of work performed.

The contract shall be awarded to the contractor submitting the lowest responsible Bid Price.

BID PRICE:

\$ 1,246,832.⁰⁰

Base Bid in Numbers

One Million Two Hundred Forty Six Thousand Eight Hundred Thirty Two

Base Bid in Written Form

LIST OF SUBCONTRACTORS

Item 8.

Bidder shall list below the name, business address and portion of work of each subcontractor to whom it is proposed to award a subcontract under this contract in excess of one-half of one percent of the total amount shown on the bid proposal. Subcontractors must be licensed under the applicable laws of the State of California for the work they are to perform. (Pages can be added to accommodate more Subcontractors.)

TRADE DESCRIPTION AND PERCENT BID

SUBCONTRACTOR'S NAME, ADDRESS AND LICENSE NUMBER

Demolition 8.2%

Two Rivers Demolition
Rancho Cordova
Lic 726647 Dir 100006757

Concrete 2.65%

Rock Creek
Chico, CA
Lic 883815 Dir 100003832

Steel 3.62%

Steel Creek
Chico, CA
Lic 803951 Dir 1000410544

Rough Carpentry 5.7%

Mike Carrey Const.
Oroville, CA
Lic 731140 Dir 1000024862

Casework 2.63%

Table Mountain
Chico, CA
Lic 853089 Dir 1000012650

Roofing 10.44%

George Roofing
Oroville, CA
Lic 452266 Dir 1000005383

Doors 2.10%

Builders Door & Window
Riddings, CA
Lic 762780 Dir 1000008830

LIST OF SUBCONTRACTORS

Item 8.

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TRADE DESCRIPTION AND PERCENT BID

SUBCONTRACTOR'S NAME, ADDRESS AND LICENSE NUMBER

<u>Storefront</u> <u>1.58%</u>	<u>Miller Glass</u> <u>Chico, CA</u> <u>Lic 424495 Dir 100000885</u>
<u>Ballistic Appurtences</u> <u>1.31%</u>	<u>Bullet Guard</u> <u>Sacramento, CA</u> <u>Lic 712959 Dir 100010765</u>
<u>Drywall</u> <u>4.11%</u> <u>6.24%</u>	<u>Keith Brown Drywall</u> <u>Wheatland, CA</u> <u>Lic 616543 Dir 100013543</u>
<u>Ceramic Tile</u> <u>5.45%</u>	<u>BNT</u> <u>Wheatland, CA</u> <u>Lic 1022374 Dir 100046452</u>
<u>Suspended Ceiling</u> <u>1.1%</u>	<u>Elite Acoustics</u> <u>El Dorado Hills, CA</u> <u>Lic 1029090 Dir 1000439921</u>
<u>Floor Covering</u> <u>1.34%</u>	<u>Carpets Galore</u> <u>Oroville, CA</u> <u>Lic 758081 Dir 1000422299</u>
<u>Paint</u> <u>2.14%</u>	<u>Keith Brown Drywall</u> <u>Wheatland, CA</u> <u>Lic 616543 Dir 100013543</u>

LIST OF SUBCONTRACTORS

Item 8.

Bidder shall list below the name, business address and portion of work of each subcontractor to whom it is proposed to award a subcontract under this contract in excess of one-half of one percent of the total amount shown on the bid proposal. Subcontractors must be licensed under the applicable laws of the State of California for the work they are to perform. (Pages can be added to accommodate more Subcontractors.)

TRADE DESCRIPTION AND PERCENT BID

SUBCONTRACTOR'S NAME, ADDRESS AND LICENSE NUMBER

Wheel Chair Lift 7.73%

Arrow Lift
Clavis, CA
Lic 995486 Dir 1000027813

Plumbing 4.81%

4 R Plumbing
~~a Chico, CA~~ Durham, CA
Lic 686428 Dir 1000830352

HVAC 5.15%

Greco Mechanical
Lotus, CA
Lic 931227 Dir 1000006064

Electrical 5.34%

Allen Electric
Chico, CA
Lic 896942 Dir 1000039056

Stucco 0.9%

Timberline Wall Systems
Woodland, CA
Lic 1036062 Dir ~~1000061572~~ a
Dir 1000061572

Specialties 0.65%

GW Accessories
Laomig, CA
Lic 837331 Dir 1000013492

Concrete Curing 0.61%

Cal West
Union City, CA
Lic 320029 Dir 1000006938

BIDDER'S BOND

CITY OF OROVILLE

We, D.H. Slater & Son, Inc.
 _____ as Principal, and

 Western Surety Company

as Surety are bound unto the City of Oroville, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for the **FACILITY REPAIR AND REMODEL OROVILLE POLICE & FIRE DEPARTMENT** as shown on the Project Plans and Technical Specification, for which bids are to be opened at 1735 Montgomery Street, Oroville, California 95965 on **October 6, 2021 at 2:00 P.M.**

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him/her for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: September 15, 2021

D.H. Slater & Son, Inc.

*THIS DOCUMENT
MUST BE NOTARIZED*

Chris Coen, CFO

Principal

Western Surety Company

By:

Elizabeth Collodi
 Elizabeth Collodi, Attorney-in-Fact

Note: Correspondence or claims relating to this bond should be sent to the surety at the following address:

151 N. Franklin Street, 17th Floor, Chicago, IL 60606

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)

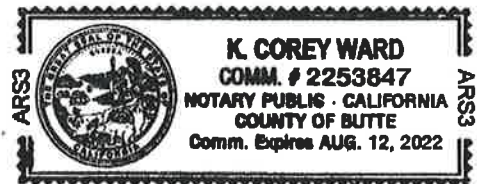
On September 15, 2021 before me, K. Corey Ward, Notary Public
(insert name and title of the officer)

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)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John Hopkins, Steve Williams, Joseph H Weber, Renee Ramsey, Elizabeth Collodi, Mindy Whitehouse, John J Weber, Sara Walliser, Jennifer Lakmann, Jessica Monlux, Marissa Robinson, Samantha Watkins, Deanna Quintero, K Corey Ward, Bill Rapp, Jason March, Matthew Foster, Tony Clark, Mary Collins, Brad Espinosa, Paula Senna, Pam Sey, Phil Watkins, Individually

of Chico, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of July, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

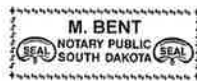
State of South Dakota }
County of Minnehaha }

ss

On this 12th day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of September 2021.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

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)

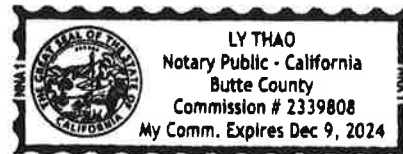
On October 5th, 2021 before me, Ly Thao, Notary Public
(insert name and title of the officer)

personally appeared Chris Coen,
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)



EQUAL OPPORTUNITY CERTIFICATION

Item 8.

The bidder and proposed subcontractor(s) hereby certify the he/she has ☒, has not ☐ participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he/she has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Notes: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided above. The above Certification is part of the Bid. Signing this Bid on the signature portion of the Bid Schedule thereof shall also constitute signature of this certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

NONCOLLUSION AFFIDAVIT

Item 8.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that 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 bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her 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 corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Statement, Questionnaire, and Non-Collusion Affidavit are a part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

Item 8.

In accordance with Public contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has , has not ☒ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, members, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion of the bid schedule thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

Item 8.

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

YES____NO__**X**__

If the answer is yes, explain the circumstances in the following space.

Note: The bidder must place a checkmark after "YES" or "NO" in one of the blank spaces provided. The above Questionnaire is part of the Bid. Signing this Bid on the signature portion of the bid schedule thereof shall also constitute signature of this Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

Item 8.

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final un-appealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

September 29, 2021
Page 1 of 1

**REBID FACILITY REPAIR AND REMODEL
OROVILLE POLICE & FIRE DEPARTMENT**


ADDENDUM NO. 1

The contract plans and specifications for the above noted project are hereby modified as follows:

ITEM PAGE/SHEET DESCRIPTION OF CHANGE/INSTRUCTIONS

1	A-6	Finish Schedule revised to include new flooring in Deputy Chief's Office (Rm 113).
---	-----	--

This addendum shall accompany each bid proposal submitted, and shall become a part of the contract documents.



Signature of Bidder

10/6/21

Date

NOTE: Attach Addendum to bid proposal

Matt Thompson, P.E.

For

Dawn Nevers

Assistant Community Development Director – Project Manager

DISTRIBUTION: PublicPurchase.com

October 5, 2021
Page 1 of 1

**REBID FACILITY REPAIR AND REMODEL
OROVILLE POLICE & FIRE DEPARTMENT**


ADDENDUM NO. 2

The contract plans and specifications for the above noted project are hereby modified as follows:

ITEM PAGE/SHEET DESCRIPTION OF CHANGE/INSTRUCTIONS

1	BD-4 Rebid Add 2	Revised Base Bid Schedule
2	M&P 1 - 4	Addition of Measurement and Payment Clauses.

This addendum shall accompany each bid proposal submitted, and shall become a part of the contract documents.



Signature of Bidder

10/6/21

Date

NOTE: Attach Addendum to bid proposal

Matt Thompson, P.E.

For

Dawn Nevers

Assistant Community Development Director – Project Manager

DISTRIBUTION: PublicPurchase.com



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND OROVILLE CITY COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR

RE: CITIZEN PARTICIPATION SPEAKING TIME AND PUBLIC ELECTRONIC ACCESS TO MEETINGS

DATE: NOVEMBER 2, 2021

SUMMARY

The Council will consider the appropriate amount of time to be afforded to individual speakers on both non agenda items and agenda items and if AB 361 should be implemented or return to normal meeting procedures.

DISCUSSION

The Council affords each citizen an opportunity to address the Council on items that are both agenda items and items that are not on the agenda. If a citizen wishes to address the Council on an item of importance to the individual they may do so at the beginning of the meeting during Public Communication-Hearing of Non-Agenda Items. The speaker on these items are currently allowed up to 2 minutes.

If a citizen wishes to address the Council on an item that is listed on the agenda the individual may do so, once the item is called for discussion by the Council. The speakers on these items are currently allowed up to 2 minutes.

Recently, the Council has received feedback from the Community requesting the amount of time for these comments be increased. The length of these comments, on both agenda items and non-agenda items are at the discretion of the Council. If the Council increases the amount of time for each speaker, Staff will adjust the agenda prior to the next Council meeting to reflect any changes.

Beginning in March 2020, Governor Newsom issued a series of Executive Orders aimed at containing the novel coronavirus. Among these were several Executive Orders—N-25-20, N-29-20, N-35-20 (collectively, the Brown Act Orders)—that waived requirements in the Brown Act expressly or impliedly requiring the physical presence of city councilmembers, staff, or the public at local agency meetings. Specifically, the orders:

- waived the requirement that local agencies provide notice of each teleconference location from which a member of the legislative body will be participating in a public meeting,
- waived the requirement that each teleconference location be accessible to the public,

- waived the requirement that members of the public be able to address the legislative body at each teleconference conference location,
- waived the requirement that local agencies post agendas at all teleconference locations, and,
- waived the requirement that at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction.

On June 11, 2021, the Governor issued Executive Order N-08-21, to begin winding down some of the prior measures that were adopted to respond to COVID-19. Notably, N-08-21 rescinds the Brown Act Orders, effective September 30, 2021.

On September 16, 2021, Governor Newsom signed Assembly Bill 361 (2021-2022) ("AB 361"), which incorporated into California state law some aspects of the teleconferencing rules that have applied by Executive Order to local public agencies during the COVID-19 pandemic. Notably, because AB 361 included an urgency measure, the law was immediately effective as of the date of the Governor's signature. AB 361 provides that it sunsets on January 1, 2024.

If the Council chooses to operate under AB 361 during the COVID-19 pandemic, as opposed to under the normal open meeting laws, include the following:

- Agendas need not be posted at all teleconference locations;
- Each teleconference location need not be identified in the notice and agenda of the meeting;
- Each teleconference location need not be accessible to the public; and
- A quorum of the members of the legislative body do not need to participate in the meeting from locations within the boundaries of the territory over which the public agency exercises jurisdiction.

Following are requirements for invoking AB 361 the first time that a public agency does so:

1. There must be a "proclaimed state of emergency," *as there is currently, in that the Governor's State of Emergency Declaration, issued on March 4, 2020, has not been lifted, and*
2. One of the following three circumstances must exist:
 1. State or local officials have imposed or recommended measures to promote social distancing;
 2. The meeting is held to determine, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to health or safety of attendees; or
 3. The majority of the legislative body has voted that, as a result of the emergency, meeting in person would present imminent risk to the health or safety of attendees.

If a Council wishes to consider invoking AB 361 for subsequent meetings, the following is required for those subsequent meetings:

1. The proclaimed state of emergency must remain active; or
2. State or local officials have imposed or recommended measures to promote social distancing; and
3. Not later than 30 days after teleconferencing for the first time under the AB 361 rules, and every 30 days thereafter, the Legislative body shall make the following findings by majority vote:
 - The legislative body has reconsidered the circumstances of emergency, and at least one of the following circumstances exist:
 1. The state of emergency continues to directly impact the ability of the members to meet safely in person; or
 2. State or local officials continue to impose or recommend measures to promote social distancing.
 - 3.

If a public agency were to invoke AB 361, following are notice and participation requirements:

Notice Requirements

Each notice of the meeting and agenda must identify the means by which members of the public may access the meeting and offer public comment by a call-in option or an internet-based service option (does not need to be both)

Participation Requirements

- Cannot require public comments to be submitted in advance of the meeting (although the agency may provide this as an option along with the call-in or internet-based service option)
- Public must be able to attend via call-in option or internet-based service option (does not need to be both)
- Public must be able to address the legislative body “directly” via call-in option or internet-based service option
- The public agency must provide an opportunity for the public to address the Legislative body and “offer comment in real time”
- If there is a disruption that prevents the public agency from broadcasting the meeting using the call-in option or internet-based service option, or if there is a disruption within the public agency’s control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the body “shall take no further action on items appearing on the agenda until public access to the meeting via the call-in option or internet-based service option is restore”
- Timing of Public Comment Period
 - If a legislative body does not provide a timed public comment period, but takes public comment separately on each agenda item, it shall allow a “reasonable amount of time per agenda item to allow public members the opportunity to provide public comment,” including time for members of the public to register to provide comment or otherwise be recognized for the purpose of providing public comment

- If a legislative body provides a timed general public comment period that does not correspond to a specific agenda item, it shall not close the public comment period or the opportunity to register until the timed general public comment period has elapsed
- If a legislative body provides a timed public comment period for each agenda time, it shall not close the public comment period or the opportunity to register until the timed public comment has elapsed

FISCAL IMPACT

None

RECOMMENDATION

Provide Staff Direction



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: SCOTT E. HUBER, CITY ATTORNEY

**RE: RESOLUTION DECLARING THE CITY OF OROVILLE TO BE A
CONSTITUTIONAL REPUBLIC CITY**

DATE: NOVEMBER 2, 2021

SUMMARY

The City Council may consider a Resolution to declare the City of Oroville a Constitutional Republic City.

DISCUSSION

At the request of Vice Mayor Thomson, and with the consent of the Mayor, the attached Resolution was prepared for Council consideration. The request was for a written Resolution to declare the City of Oroville a Constitutional Republic City.

FISCAL IMPACT

None.

RECOMMENDATION

As this item was generated by the request of a Council Member, staff has no recommendation. Council can approve the Resolution, with or without modification, or Council can provide alternative direction to staff.

ATTACHMENTS

Resolution 9001 – A RESOLUTION OF THE OROVILLE CITY COUNCIL DECLARING THE CITY OF OROVILLE TO BE A CONSTITUTIONAL REPUBLIC CITY

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9001**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL DECLARING THE CITY OF
OROVILLE TO BE A CONSTITUTIONAL REPUBLIC CITY**

WHEREAS, the Constitution of the United States protects our rights, endowed by our creator, as well as guarantees liberties to American citizens, including the establishment of justice, the promotion of the general welfare and securing the blessings of liberty; and

WHEREAS, the Constitution espouses many principles upon which the United States is founded, namely the separation of powers, individual rights, and the rule of law; and

WHEREAS, the Constitution of the State of California provides that all people are by nature free and independent and have inalienable rights, including enjoying and defending life and liberty, acquiring, possessing, and protecting property, and pursuing and obtaining safety, happiness, and privacy; and

WHEREAS, John Adams, the second president of the United States, wrote, “the very definition of a Republic, is ‘an Empire of Laws, and not of men.’ That, as a Republic is the best of governments, so that particular arrangement of the powers of society, or in other words that form of government, which is best contrived to secure an impartial and exact execution of the laws, is the best of Republics;” and

WHEREAS, as mayor of the City of San Francisco, Gavin Newsom embraced local control and applauded the City of San Francisco’s “city of refuge” designation by refusing to follow or enforce federal laws regarding certain subjects which the City believed to be overreaching and oppressive to the residents of the City of San Francisco; and

WHEREAS, as Governor of the State of California, Gavin Newsom has abandoned the very principles he espoused as a mayor and a locally elected official in exchange for unbridled power and unchecked authority over the daily affairs of the citizens of the State of California; and

WHEREAS, during the coronavirus pandemic, Governor Gavin Newsom has issued a record number of executive orders, despite the fact that the declaration of emergency should have been rescinded many months ago; and

WHEREAS, at least one court of competent jurisdiction has ruled that the Governor has exceeded his authority in issuing the executive orders; and

WHEREAS, the members of the City Council of the City of Oroville believe in the separation of powers, individual rights, and the rule of law as outlined in the United States Constitution, including the freedom for local government to have local control over issues related to the citizens who reside within the City’s jurisdictional boundaries.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Oroville City Council that the City of Oroville is declared to be a Constitutional Republic City.

BE IT FURTHER RESOLVED by the Oroville City Council that any executive orders issued by the State of California or by the United States federal government that are overreaching or clearly violate our constitutionally protected rights will not be enforced by the City of Oroville against its citizens.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on November 2, 2021 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

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections – San Francisco Regional Office
100 First Street, Suite 2300
San Francisco, CA 94105-3084
(415) 369-3300 Office – (415) 369-3322 Facsimile

October 14, 2021

In reply refer to:
Project No. 2100-CA

Ms. Gwen Knittweis, Chief
Hydropower License Planning and Compliance Office
California Department of Water Resources
P.O. Box 942836
Sacramento, California 94236-0001

Re: Bidwell Bar Canyon and Parish Camp Saddle Dams – New Monuments

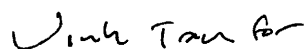
Dear Ms. Knittweis:

This is in response to your letter dated November 25, 2020 that submitted a plan and schedule for responding to comments regarding the proposed replacement of survey monuments at Bidwell Bar Canyon Saddle Dam (BBCSD) and Parish Camp Saddle Dam (PCSD), parts of the Feather River Project, FERC No. 2100. We have reviewed the submittals and the proposed plan and schedules to provide revised construction documents for the BBCSD monuments by July 1, 2022 and for the PCSD monuments by December 1, 2023, are acceptable.

File your submittals using the Commission's eFiling system at <https://www.ferc.gov/ferc-online/overview>. For all Dam Safety and Public Safety Documents, select Hydro: Regional Office and San Francisco Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

We appreciate your continued cooperation in this aspect of the Commission's dam safety program. If you have questions, please contact Mr. Wes Cooley at (415) 369-3340.

Sincerely,



Frank L. Blackett, P.E.
Regional Engineer

cc:

Ms. Sharon Tapia, Chief
CA Dept. of Water Resources
Division of Safety of Dams
P.O. Box 942836
Sacramento, CA 94236-0001

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections – San Francisco Regional
Office 100 First Street, Suite 2300
San Francisco, CA 94105-3084
(415) 369-3300 Office – (415) 369-3322 Facsimile

October 14, 2021

In reply refer to:
Project No. 2100-CA

Ms. Gwen Knittweis, Chief
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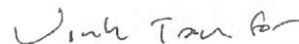
Subject: Hyatt Powerplant Penstock Dewatering

Dear Ms. Knittweis:

This is in response to your letter dated August 27, 2021 that submitted a dewatering notification for the Hyatt Powerplant penstocks, part of the Feather River Project, FERC No. 2100. We have completed our review and have no comments.

We appreciate your cooperation in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Wes Cooley at (415) 369-3340.

Sincerely,



Frank L. Blackett, P.E.
Regional Engineer

cc:
Ms. Sharon Tapia, Chief
CA Dept. of Water Resources
Division of Safety of Dams
P.O. Box 942836
Sacramento, CA 94236-0001

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections – San Francisco Regional Office
100 First Street, Suite 2300
San Francisco, CA 94105-3084
(415) 369-3300 Office – (415) 369-3322 Facsimile

October 19, 2021

In reply refer to:
Project No. 2100-CA

Ms. Gwen Knittweis, Chief
Hydropower License Planning and Compliance Office
California Department of Water Resources
P.O. Box 942836
Sacramento, California 94236-0001

Re: Paleoflood Investigation

Dear Ms. Knittweis:

This is in response to your letter dated August 13, 2021, that submitted a plan to perform shallow hand excavations as part of a paleoflood investigation within the project boundary of the Feather River Project, FERC No. 2100. We have completed our review and have the following comment:

- Please provide a completion-date schedule for the proposed work.

Provided DWR responds to the comment within 10 days of the date of this letter, DWR is authorized to immediately proceed with the work outlined in the submitted plan.

DWR is responsible for ensuring completion of any necessary environmental coordination with resource agencies as well as the procurement of any federal, state, or local permits required for the work. If the scope of the plan is revised during the exploration, it is DWR's responsibility to ensure that these changes are properly coordinated with the FERC prior to proceeding with the revision.

File your submittal using the Commission's eFiling system at <https://www.ferc.gov/ferc-online/overview>. For all Dam Safety and Public Safety Documents, select Hydro: Regional Office and San Francisco Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

We appreciate your continued cooperation in this aspect of the Commission's dam safety program. If you have questions, please contact Mr. Wes Cooley at (415) 369-3340.

Sincerely,

A handwritten signature in black ink, reading "Frank L. Blackett". The signature is fluid and cursive, with the first name "Frank" being more prominent and the last name "Blackett" following in a similar style.

Frank L. Blackett, P.E.
Regional Engineer

cc:

Ms. Sharon Tapia, Chief
CA Dept. of Water Resources
Division of Safety of Dams
P.O. Box 942836
Sacramento, CA 94236-0001

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections – San Francisco Regional
Office 100 First Street, Suite 2300
San Francisco, CA 94105-3084
(415) 369-3300 Office – (415) 369-3322 Facsimile

October 20, 2021

In reply refer to:
Project No. 2100-CA

Ms. Gwen Knittweis, Chief
Hydropower License Planning and Compliance Office
California Department of Water Resources
P.O. Box 942836
Sacramento, California 94236-0001

Subject: Fish Barrier Dam – STID Update (Recommendation R-2)

Dear Ms. Knittweis:

This is in response to your letter dated September 23, 2021 that submitted updated Sections 2 and 3 of the Supporting Technical Information Document (STID) for Fish Barrier Dam, part of the Feather River Project, FERC No. 2100. The submittal was responsive to the 10th Part 12D Recommendation R-2. We have completed our review and have no comments.

We appreciate your cooperation in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Wes Cooley at (415) 369-3340.

Sincerely,



Frank L. Blackett, P.E.
Regional Engineer

cc:
Ms. Sharon Tapia, Chief
CA Dept. of Water Resources
Division of Safety of Dams
P.O. Box 942836
Sacramento, CA 94236-0001

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections – San Francisco Regional
Office 100 First Street, Suite 2300
San Francisco, CA 94105-3084
(415) 369-3300 Office – (415) 369-3322 Facsimile

October 20, 2021

In reply refer to:
Project No. 2100-CA

Ms. Gwen Knittweis, Chief
Hydropower License Planning and Compliance Office
California Department of Water Resources
P.O. Box 942836
Sacramento, California 94236-0001

Subject: Feather River Outlet Radial Gate Refurbishment – Monthly Construction Reports

Dear Ms. Knittweis:

This is in response to your four letters, three of which were dated July 15, 2021, August 13, 2021 and September 15, 2021 that submitted Monthly Construction Reports Nos. 5, 6 and 7, respectively, for the refurbishment of the radial gates at the Feather River Outlet of the Thermalito Afterbay, part of the Feather River Project, FERC No. 2100. The fourth letter dated July 12, 2021 submitted responses to comments regarding the electrical conduit trench. We have completed our review of the submittals and have no comments.

We appreciate your cooperation in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Wes Cooley at (415) 369-3340.

Sincerely,



Frank L. Blackett, P.E.
Regional Engineer

cc:
Ms. Sharon Tapia, Chief
CA Dept. of Water Resources
Division of Safety of Dams
P.O. Box 942836
Sacramento, CA 94236-0001

DATE: October 8, 2021

TO: STATE, CITY AND LOCAL OFFICIALS

NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S REQUEST TO INCREASE RATES FOR ITS 2023 GAS TRANSMISSION & STORAGE COST ALLOCATION AND RATE DESIGN APPLICATION (A.21-09-018)

Acronyms you need to know

PG&E: Pacific Gas and Electric Company

CPUC: California Public Utilities Commission

Why am I receiving this notice?

On September 30, 2021, PG&E filed with the CPUC its 2023 Gas Transmission & Storage Cost Allocation and Rate Design application, known as the GT&S CARD application.

This is the first time PG&E is filing GT&S CARD as a separate application addressing how gas transmission rates are designed. Going forward, PG&E is proposing this application be filed every four years.

Why is PG&E requesting this rate change?

This application includes the design and allocation of costs previously proposed in the General Rate Case Phase 1 related to gas transmission and gas storage facilities. Gas transmission lines bring gas from California's borders to the various parts of PG&E's service territory. Gas storage facilities allow for storing gas to meet changing demands on the system in the most cost-efficient way. There are no new costs being requested in this application.

PG&E's gas rates are designed by dividing approved costs among each customer class (residential, commercial, etc.) based on updated information on how each class uses the gas systems.

How could this affect my monthly gas rates?

Bundled gas customers receive transmission, distribution, and procurement services from PG&E.

If PG&E's rate request is approved by the CPUC, the average monthly bill for a typical residential customer averaging 31 therms per month would increase from \$56.34 to \$56.37, or 0.1%, based on currently authorized costs.

Detailed rate information is also being sent directly to customers. Actual impacts will vary depending on usage and are subject to CPUC regulatory approval. Future applications may also change this application's impact on rates.

How does the rest of this process work?

This application will be assigned to a CPUC Administrative Law Judge who will consider proposals and evidence presented during the formal hearing process. The Administrative Law Judge will issue a proposed decision that may adopt PG&E's application, modify it, or deny it. Any CPUC Commissioner may sponsor an alternate decision with a different outcome. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners at a public CPUC Voting Meeting.

Parties to the proceeding are currently reviewing PG&E's application, including the Public Advocates Office, which is an independent consumer advocate within the CPUC that represents customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. For more information about the Public Advocates Office, please call 1-415-703-1584, email PublicAdvocatesOffice@cpuc.ca.gov or visit PublicAdvocates.cpuc.ca.gov.

Where can I get more information?

CONTACT PG&E

If you have questions about PG&E's filing, please contact PG&E at 1-800-743-5000. For TTY, call 1-800-652-4712. Para obtener más información sobre cómo este cambio podría afectar su pago mensual, llame al 1-800-660-6789 • 詳情請致電 1-800-893-9555.

If you would like a copy of the filing and exhibits, please write to the address below:

Pacific Gas and Electric Company
2023 GT&S CARD Application (A.21-09-018)
P.O. Box 7442
San Francisco, CA 94120

CONTACT CPUC

Please visit apps.cpuc.ca.gov/c/A2109018 to submit a comment about this proceeding on the CPUC Docket Card. Here you can also view documents and other public comments related to this proceeding. Your participation by providing your thoughts on PG&E's request can help the CPUC make an informed decision.

If you have questions about CPUC processes, you may contact the CPUC's Public Advisor's Office at:

Email: Public.Advisor@cpuc.ca.gov

Mail: CPUC

Public Advisor's Office
505 Van Ness Avenue
San Francisco, CA 94102

Call: 1-866-849-8390 (toll-free) or 1-415-703-2074

Please reference the **2023 GT&S CARD Application A.21-09-018** in any communications you have with the CPUC regarding this matter.

Handouts at Meeting 11.02.21

Jackie Glover

From: Celia Hirschman <celiahirschman@gmail.com>
Sent: Tuesday, November 2, 2021 2:02 AM
To: CityHall_PublicComment
Subject: Public Comment regarding Resolution Declaring the City of Oroville to be a Constitutional Republic City

ATTENTION: This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying.

Please circulate this comment to the City Council as I will not be able to attend tonight.

I am a longtime resident of the City of Oroville.

1. I do not want to change the charter to accommodate the vice-mayor and mayors' proposal.
2. I believe that any change should require a majority vote by the public.
3. I do not believe the Vice-mayor and mayor should be engaging in this which is a personal issue, but rather they should be focusing on building low and medium cost housing, an additional target or similar general store and developing the recreational side of Oroville.

I strongly oppose this rogue attempt to succeed from the state of California.

Celia Hirschman

Jackie Glover

From: Jeannie Maes <jeanniemaes@gmail.com>
Sent: Tuesday, November 2, 2021 9:27 AM
To: CityHall_PublicComment
Subject: Next meeting

ATTENTION: This message originated from outside the **City of Oroville**. Please exercise judgment before opening attachments, clicking on links, or replying.

Constitutional Republic?
Has the City residents had the concept defined?
I knew nothing about the proposition.
Will that effect any federal / state funding
we may receive?
Thanks.

Jackie Glover

From: Rose Cathy <creationsrose2@yahoo.com>
Sent: Tuesday, November 2, 2021 10:36 AM
To: CityHall_PublicComment
Subject: Re: item 10 chamber meeting today
Attachments: Screenshot_20211102-095957_Android System.jpg

ATTENTION: This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying.

Fellow CitizensPls. Respond by this web address by 2pm today or attend chamber meeting 4 pm. K🙏

As a tax paying citizen and homeowner in Oroville, I am opposed to item 10.

Please do not pass this proposal. In my opinion it's hard enough to encourage citizens to be responsible regarding the spread of covid without government rocking the boat and creating more division in our community. ☆Please represent me by respecting our Governor Newsome

And his ethical decisions

To protect our people RE Covid safety measures! No more division and time and money wasted on this topic, Please!

"I VOTE NO ON BECOMING A CONSTITUTIONAL
REPUBLICAN
CITY"

Thank you!
Respectively,
Cathy Rose

Oroville Homeowner, resident, registered voter
Since 1975.

← **Re: Oroville City ...**

-----,

On Tuesday, November 2 the Oroville City Council will meet in open session at 4:30 pm. On their agenda is Item 10 which is a Resolution Declaring the City of Oroville To Be A Constitutional Republic City.

Jackie Glover

From: carolyn adams <caroling108@yahoo.com>
Sent: Tuesday, November 2, 2021 10:45 AM
To: CityHall_PublicComment
Subject: I vote NO on becoming a Constitutional

ATTENTION: This message originated from outside the **City of Oroville**. Please exercise judgment before opening attachments, clicking on links, or replying.

Republican City. We need mandates to protect us.
I vote NO on Oroville becoming a Constitutional Republican city.
Thank you
Carolyn Adams
Homeowner in Oroville since 2010

Jackie Glover

From: Rita Smith <ritabusy24.7@gmail.com>
Sent: Tuesday, November 2, 2021 11:00 AM
To: CityHall_PublicComment
Subject: Today's agenda, Item 10

ATTENTION: This message originated from outside the **City of Oroville**. Please exercise judgment before opening attachments, clicking on links, or replying.

Dear City Council:

I think any time spent on this "Constitutional City Republic" nonsense is time that should be spent solving real issues and improving our city and the lives of its citizens. We need state and federal money to survive, and this grandstanding, which facilitates the divide in our country will do no good for any of us. Let's put America and Americans first, and come together to solve the real issues in Oroville.

Sincerely,
Rita Smith

Jackie Glover

From: katy ryan <ergokate@msn.com>
Sent: Tuesday, November 2, 2021 1:48 PM
To: CityHall_PublicComment
Subject: 11/2/21 agenda item 10

ATTENTION: This message originated from outside the **City of Oroville**. Please exercise judgment before opening attachments, clicking on links, or replying.

Hello,
My husband and I respectfully request that the City Council keep the health and safety of Oroville residents, workers, visitors a priority when making decisions related to the Covid pandemic mitigation following "best practice" guidelines for use of masks, social distancing and vaccination. There have been so very many cases of serious illness, death of community members who were exposed to the Covid virus which could have likely been prevented by simply more people following "best practice" guidelines to slow the spread.

Oroville (and surrounding areas) is becoming a popular destination to visit and/or reside due to its natural beauty, outdoor recreation, reasonable cost of living, entertainment...a real bonus and attraction to the area would be for Oroville to lead the State as number one in health and safety practices/low Covid cases!

Thank you,

Ted and Katy Ryan

(Butte Co. residents/property owners and Oroville shoppers/employees/active in Oroville community theater, music since '92)

Sent from my Verizon LG Smartphone

Jackie Glover

From: Cathy Hudin <cathyhudin@gmail.com>
Sent: Tuesday, November 2, 2021 1:58 PM
To: CityHall_PublicComment
Subject: Proposed republic item

ATTENTION: This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying.

I do not believe this change in the Oroville government would be beneficial to the citizens of the town and surrounding area. I strongly oppose this action. Please DO NOT do this.

Respectively submitted.

Cathryn Hudin

Jackie Glover

From: Chad Wiegand <wwwdrilling@outlook.com>
Sent: Tuesday, November 2, 2021 2:10 PM
To: CityHall_PublicComment
Subject: God save our country

ATTENTION: This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying.

I am a concerned parent, husband and business owner in butte county. We need to stand up for our freedoms that all those before us sacrificed all for. Draw a line in the sand and stop this federal government over reach. Our four fathers gave us we the people the way to stop this federal overreach without blood shed and they is through the convention of states and our connstiononal rights at local and state level. Stop the mandates and let's be a free people again.
Thank you Chad Wiegand

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

Jackie Glover

From: Liza West <lizawest6@gmail.com>
Sent: Tuesday, November 2, 2021 4:14 PM
To: CityHall_PublicComment
Subject: Re: Resolution Declaring the City of Oroville To Be A Constitutional Republic City

ATTENTION: This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying.

Dear City Council Members,

What else will you think up? This is disgusting. It makes me mad.

This sounds as if the Oroville City Council Members want to secede from the State of California.

Our democracy is in grave danger. The continuing din of anti-democratic rhetorical strategies is dulling the minds of many in this country.

Liza West

Jackie Glover

From: Linda Cheffet <cheffet@comcast.net>
Sent: Tuesday, November 2, 2021 7:13 AM
To: CityHall_PublicComment
Subject: Resolution Declaring the City of Oroville To Be A Constitutional Republic City.

. ATTENTION: This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying. .

Dear Council Members,

I understand that a resolution will be voted on regarding Declaring the City of Oroville to be a Constitutional Republic City. If this means to distance the city from following Butte County Health Department, State Health Department, State of California, CDC and FDA guidelines and mandates, I am unconditionally opposed to this.

As a shopper and taxpayer in Oroville, I want my and my loved ones' exposure in public places in Oroville to be the safest. Whether this means mandating masking, distancing or required COVID vaccinations, we must do all we can to end the pandemic to ensure our good health and a healthy economy. We must maintain social cohesion between local, state and national governance for all our best interests and health during this difficult time. Division will only destroy us.

Too, let's keep a separation of politics and religion out of our local governance.

Thank you.

Linda Cheffet, Oroville

Jackie Glover

From: bonita malone <bonitadeguam@gmail.com>
Sent: Tuesday, November 2, 2021 7:30 AM
To: CityHall_PublicComment
Subject: Constitutional republic city

ATTENTION: This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying.

I am a law abiding citizen. I stop at red lights even when I am in a hurry. I wear my seat belt even if uncomfortable. I follow governmental mandates even if I feel they are inconvenient. We are in an on going health crisis which has caused over 700,000 deaths in the US. Millions across the world. Other countries like Denmark and New Zealand have protected their people through vaccinations, restricted travel and masks saving thousands of lives. I do not want to live in anarchy. I implore you to obey the law and end the pandemic.

Jackie Glover

From: Chuck Reynolds
Sent: Tuesday, November 2, 2021 2:59 PM
To: Jackie Glover
Subject: Fwd: Constitutional City

Sent from my iPhone

Begin forwarded message:

From: Yelena Agarkov <yagarkov@riverwestprocessing.com>
Date: November 2, 2021 at 2:57:28 PM PDT
To: Chuck Reynolds <creynolds@cityoforoville.org>, Scott Thomson <sthomson@cityoforoville.org>, dpittman@cityoforoville.org, ahatley@cityoforoville.org, jgoodson@cityoforoville.org, esmith@cityoforoville.org, kriggs@cityoforoville.org
Subject: Constitutional City

ATTENTION: This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying.

Good Afternoon,

I'm writing regarding the Constitutional City proposal on the agenda for today's meeting.

I grew up in Oroville and my entire family has lived here for decades. Now all that is threatened by the far overreaching state/federal mandates.

I have three children in the elementary school districts and both my husband and I have full time jobs. If vaccines become mandatory for school attendance we will have no other option but to move.

We love our home and our community and will fight for it until the end. If we don't stand up and fight for our way of life, soon there will be nothing left to fight for.

I plead with our city council to take all steps in your power to end the significant state and federal overreach of their authority. It is time for local control!

I fully support the city council voting to become a constitutional city!

Yelena Agarkov
530-282-6960

Jackie Glover

From: Chuck Reynolds
Sent: Tuesday, November 2, 2021 2:59 PM
To: Jackie Glover
Subject: Fwd: Constitution City

Sent from my iPhone

Begin forwarded message:

From: Richard and Nikki Small <racnsmall@sbcglobal.net>
Date: November 2, 2021 at 2:50:28 PM PDT
To: Chuck Reynolds <creynolds@cityoforoville.org>, Scott Thomson <sthomson@cityoforoville.org>, Art Hatley <ahatley@cityoforoville.org>, Janet Goodson <jgoodson@cityoforoville.org>, David Pittman <dpittman@cityoforoville.org>, Eric Smith <esmith@cityoforoville.org>, Krysi Riggs <kriggs@cityoforoville.org>
Subject: Constitution City

ATTENTION: This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying.

Mayor, Vice Mayor and Council Members,

I am so excited that this has been brought to the agenda. Our city is the perfect place to be the starting point of making changes in regards to this man made pandemic.

I do believe there is a real virus and have had it. As has my husband and my 70 year old mother who has copd. But I do not believe in shutting down a country for a virus that has a 99+% survival rate. Already so many businesses in our own community have suffered for these shutdowns. These businesses pay taxes to the city and employ citizens of the city.

Now they're trying to force not only masks (which have been proven to be ineffective) and vaccines upon not just adults anymore but our children. There is a push to segregate anyone who is un-vaxxed. But why? Vaccinated people can still contract the virus and give it to others. Forcing segregation does nothing. The vaccinated can still get sick and give it to their family and friends.

We need leaders who are willing to stand up and say no more! We need leaders with Common Sense who are willing to stand by their citizens. I believe you are those leaders!!! Not only is it dangerous to give a vaccination to people that has not had any testing (except on the people against their will) but it's also a violation of the Nuremberg Code and a violation of our Constitutional Rights. You all took an oath to uphold the constitution when you were sworn into office. It's refreshing to see that you haven't forgotten that!

I understand and believe there will be push back for our stance but somebody has to say "Stop. This is not right." When that happens, others will follow. How awesome that you are the group to do it!

Sincerely,
Nikki Small

Jackie Glover

From: Chuck Reynolds
Sent: Tuesday, November 2, 2021 3:01 PM
To: Jackie Glover
Subject: Fwd: Constitutional Republic

Sent from my iPhone

Begin forwarded message:

From: Tiffany Ambrose <ambrose.tiffany@yahoo.com>
Date: November 2, 2021 at 2:22:55 PM PDT
To: Chuck Reynolds <creynolds@cityoforoville.org>
Subject: Constitutional Republic
Reply-To: Tiffany Ambrose <ambrose.tiffany@yahoo.com>

ATTENTION: This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying.

To whom it may concern,

It is my understanding a discussion regarding becoming a constitutional city is on today's agenda, item 10 for tonight's meeting.

Although this is uncharted territory for a lot of us, the era in which we are living is also uncharted. Our decisions must address these changes. The state and federal governments have shown that they are not above significant overreach of their authority, and I do not see it ending anytime soon. Likely, it will continue to get worse.

It is a crucial responsibility of those who have taken their oath to serve in any and all positions of civil service, particularly positions of leadership, to uphold their promises made to follow the Constitution of the United States of America first. It is time for local control, because California is so diverse and it is urgent our town of Oroville take a stand to do what is right.

Together, we can make history and each board member tonight has the obligation to their oath to take a stand, for not only what is happening now, but for what is to come. No matter what, it's up to us to preserve our inalienable rights and freedoms that the Constitution of the United States outlines for us as Americans.

Voting yes to becoming a Constitutional Republic City will be the cornerstone of the legacy the council will make.

I hope that your courage in this vote will lay the groundwork needed to pave the way for the county and other cities in California to take similar steps.

Thank you,

Tiffany Ambrose

Jackie Glover

From: Chuck Reynolds
Sent: Tuesday, November 2, 2021 3:01 PM
To: Jackie Glover
Subject: Fwd: Constitutional Republic City - Oroville, CA

Sent from my iPhone

Begin forwarded message:

From: Debbie Haggard <dlhaggard99@gmail.com>
Date: November 2, 2021 at 2:17:08 PM PDT
To: Chuck Reynolds <creynolds@cityoforoville.org>, Scott Thomson <sthomson@cityoforoville.org>, David Pittman <dpittman@cityoforoville.org>, Art Hatley <ahatley@cityoforoville.org>, Janet Goodson <jgoodson@cityoforoville.org>, Eric Smith <esmith@cityoforoville.org>, Krysi Riggs <kriggs@cityoforoville.org>
Subject: Constitutional Republic City - Oroville, CA

ATTENTION: This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying.

Today's meeting agenda includes a discussion regarding Oroville becoming a Constitutional Republic City. What we are experiencing as Americans is unprecedented and uncharted. The State and Federal government have proven time and again that they are not above complete overreach of their authority and no end is in sight. The time is now for local control and I wholeheartedly support the Oroville City Council voting to become a constitutional city, hoping this will pave the way for Butte County and other cities in California to do the same.

Respectfully,

Debra Haggard
Proud Resident and American

Jackie Glover

From: Chuck Reynolds
Sent: Tuesday, November 2, 2021 3:02 PM
To: Jackie Glover
Subject: Fwd: I am in favor of a Constitutional Republic City

Sent from my iPhone

Begin forwarded message:

From: Lesley Thomason <elisesmommy@gmail.com>
Date: November 2, 2021 at 1:31:54 PM PDT
To: Chuck Reynolds <creynolds@cityoforoville.org>, Scott Thomson <sthomson@cityoforoville.org>, David Pittman <dpittman@cityoforoville.org>, Art Hatley <ahatley@cityoforoville.org>, Janet Goodson <jgoodson@cityoforoville.org>, Eric Smith <esmith@cityoforoville.org>, Krysi Riggs <kriggs@cityoforoville.org>
Subject: I am in favor of a Constitutional Republic City

ATTENTION: This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying.

It is my understanding a discussion regarding becoming a Constitutional Republic City is item #10 on the agenda for this afternoon's meeting.

While I think this is uncharted territory for a lot of us, the era in which we are living is also uncharted. The state and federal governments have shown that they are not above significant overreach of their authority, and I do not see it ending anytime soon. It is time for local control.

I fully support the city council voting to become a constitutional city. I hope that your courage in this vote paves the way for the county and other cities in California to take similar steps.

Sincerely,

Lesley Thomason

Jackie Glover

From: Bill LaGrone
Sent: Wednesday, November 3, 2021 6:09 AM
To: Jackie Glover
Subject: FW: Letter about Item #10 on tonight's agenda (Nov. 2nd)

From: Linda Draper <lindyfern50@gmail.com>
Sent: Tuesday, November 2, 2021 6:02 PM
To: Bill LaGrone <blagrone@oropd.org>; Art Hatley <ahatley@cityoforoville.org>; Janet Goodson <jgoodson@cityoforoville.org>; David Pittman <dpittman@cityoforoville.org>; Eric Smith <esmith@cityoforoville.org>; Scott Thomson <sthomson@cityoforoville.org>; Chuck Reynolds <creynolds@cityoforoville.org>; Krysi Riggs <kriggs@cityoforoville.org>
Cc: Scott Huber <shuber@cotalawfirm.com>
Subject: RE: Letter about Item #10 on tonight's agenda (Nov. 2nd)

ATTENTION: This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying.

NOTE: Since I wasn't aware that I would not be allowed to speak via Zoom this evening, I hadn't sent my letter to you since I planned to read it at the meeting.

Dear City Council:

Although I've heard this resolution (Agenda Item #10) "has no teeth," I can assure you that the state and federal government DO. The City has received about \$4.8 million in Covid relief to be spent this year and the next, and about \$250,000 of it has already been spent. What about that money? I would think that all the \$4.8 million would have to be returned.

As I see it, this resolution will do the City of Oroville no good, but potentially could do a great deal of harm. Almost \$5 million is not easily come by, as we know.

Last, there is no need for this resolution. People who understand the importance of wearing masks will continue to wear them, juts as those who don't will continue not wearing them. We don't need a silly resolution that isn't based on science or medical recommendations - it's obviously a political ploy.

Jackie Glover

From: Bill LaGrone
Sent: Wednesday, November 3, 2021 6:10 AM
To: Jackie Glover
Subject: FW: Constitutional Republic City

-----Original Message-----

From: Rebecca Brinton <rbrinton@ilj.com>
Sent: Tuesday, November 2, 2021 4:51 PM
To: CityHall_CityAdministrator <cityadmin@cityoforoville.org>
Subject: Constitutional Republic City

. **ATTENTION:** This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying. .

My husband and I , Donny Brinton and Rebecca Brinton are in support and favor of Oroville being a constitutional republic city . We are both business owners in this town. Owning Big Ds Plumbing and Express Your Salon & Spa . Thank you , Donny and Rebecca Brinton .
Sent from my iPhone

Jackie Glover

From: Bill LaGrone
Sent: Wednesday, November 3, 2021 6:10 AM
To: Jackie Glover
Subject: FW: Constitutional Republic

From: Janet Bettencourt <janetb1229@gmail.com>
Sent: Tuesday, November 2, 2021 4:45 PM
To: CityHall_CityAdministrator <cityadmin@cityoforoville.org>
Subject: Constitutional Republic

ATTENTION: This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying.

To whom it may concern, I support wholeheartedly Oroville becoming a constitutional republic to keep us from these unconstitutional mandates. Thank you for all you do.

Janet Bettencourt

Jackie Glover

From: Bill LaGrone
Sent: Wednesday, November 3, 2021 6:10 AM
To: Jackie Glover
Subject: FW: Constitutional city

-----Original Message-----

From: Katie Jackson <duneshooters@yahoo.com>
Sent: Tuesday, November 2, 2021 4:40 PM
To: CityHall_CityAdministrator <cityadmin@cityoforoville.org>
Subject: Constitutional city

. **ATTENTION:** This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying. .

I support oroville becoming a constitutional city. I feel our constitution is a very important foundation of this wonderful country and some government officials are ignoring it. If feel becoming a constitutional city will help the people of our city feel safe.

Thank you,
Katie Hoskins
Sent from my iPhone

Jackie Glover

From: Bill LaGrone
Sent: Wednesday, November 3, 2021 6:11 AM
To: Jackie Glover
Subject: FW: Constitutional City

From: Melissa serekilevu <Serekilevu@hotmail.com>
Sent: Tuesday, November 2, 2021 4:36 PM
To: CityHall_CityAdministrator <cityadmin@cityoforoville.org>
Subject: Constitutional City

ATTENTION: This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying.

To whom it may concern,

I would like to let you know that my family would like our city to be known for upholding our rights given to us through our constitution. And we approve of this move forward.

Thank you,
Melissa serekilevu

Sent via the Samsung Galaxy S20 FE 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

Jackie Glover

From: Bill LaGrone
Sent: Wednesday, November 3, 2021 6:11 AM
To: Jackie Glover
Subject: FW: I support

From: Katie Chiatovich <katiemobley1210@gmail.com>
Sent: Tuesday, November 2, 2021 4:36 PM
To: CityHall_CityAdministrator <cityadmin@cityoforoville.org>
Subject: I support

ATTENTION: This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying.

Good Afternoon,

I'm sending this email to say as an Oroville resident, I support Oroville becoming a constitutional republic.

Thank you for all you are doing,

Katie Chiatovich

Jackie Glover

From: Bill LaGrone
Sent: Wednesday, November 3, 2021 6:11 AM
To: Jackie Glover
Subject: FW: Oroville's future

From: Jo Hughes <jorogers1020@gmail.com>
Sent: Tuesday, November 2, 2021 4:26 PM
To: CityHall_CityAdministrator <cityadmin@cityoforoville.org>
Subject: Oroville's future

ATTENTION: This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying.

Hello my name is JoAn Rogers,

I am writing in to inform anyone concerned that I am in full support of Oroville becoming a Constitutional Republic city. I think that the government has clearly overstepped its authorization of powers, and is threatening the very thing that our country was founded upon. Whether anyone agrees to get a vaccine, or wear a mask is of no concern to me, nor should it be to government. It is a personal choice, and should be decided upon by individuals privately. That's how a democracy is organized. There are many issues with this over-reach of government. It is and has always been our right to choose what to do with our bodies, and to choose what is best for our children. If we allow government to force us to give up that right. We are giving up our freedom. The very thing that separates our country from other countries. When we look at countries around the world, we can see how our country has had to intervene on the behalf of the citizens of these countries so many times. If our country loses its status as a Democratic Society, who will come to our aid in matters of injustice? There is no one. The American people are the last line of defense against the fall of our Democracy, and we must stand together. Allow people to choose to take the vaccine if they deem that best for themselves and their children, but as Americans we have a right to choose. Let's not forget that.

JoAn Rogers
(530) 786-9936
JoRogers1020@gmail.com

Jackie Glover

From: Bill LaGrone
Sent: Wednesday, November 3, 2021 6:11 AM
To: Jackie Glover
Subject: FW: Agenda item #10

From: Empower Essentials <empoweressentials@yahoo.com>
Sent: Tuesday, November 2, 2021 4:06 PM
To: CityHall_CityAdministrator <cityadmin@cityoforoville.org>
Subject: Agenda item #10

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Considering the current atmosphere of mandates that have been handed down from both the state and federal levels, it is becoming increasingly more important to not

**only secure our county
but more specifically our
city, as a constitutional
city. This is crucial for the
city of Oroville, not only
so that our city stands
against unconstitutional
mandates but also the
refusal of using city funds
to do so. The goal is to
stand in defense of the**

citizens of Oroville against state and federal overreach. You can look at what Elko county in Nevada and Cattaraugus County in New York have already accomplished in becoming constitutional counties and what they have guaranteed for their citizens.

**If we don't stand up for
our city, our state and our
country now, we will lose
it The time is now, we
must do something!!**

**Best regards, Genessa
Raynor**

Mother of three, business owner, born and raised in Oroville

Sent from my iPhone

Jackie Glover

From: Bill LaGrone
Sent: Wednesday, November 3, 2021 6:11 AM
To: Jackie Glover
Subject: FW: City of Oroville constitutional republic.

From: Joshua Neal Hendrick <joshuanealhendricks@gmail.com>
Sent: Tuesday, November 2, 2021 4:02 PM
To: CityHall_CityAdministrator <cityadmin@cityoforoville.org>
Subject: City of Oroville constitutional republic.

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Attn: Bill LaGrone

Good afternoon I would like to add my declaration of support to the motion of making the city of Oroville a constitutional republic. This motion is upheld by the language state of California constitution Constitution of the United States Of America and should be instituted immediately!
Kind regards.

Joshua Hendricks

Joshua Hendricks
360-229-3141

Jackie Glover

From: Bill LaGrone
Sent: Wednesday, November 3, 2021 6:11 AM
To: Jackie Glover
Subject: FW: Constitutional City for Oroville

From: Christie Hicks <christiehicks11@gmail.com>
Sent: Tuesday, November 2, 2021 3:56 PM
To: CityHall_CityAdministrator <cityadmin@cityoforoville.org>
Subject: Constitutional City for Oroville

ATTENTION: This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying.

To whom it may concern;

Our family supports the constitutional republic for the city of Oroville. I want a safe city that's protected from government over reach. Our family wants to bypass this mandate as it is against our constitution rights to enforce this upon us. Our police should not be enforcing this upon its people either.

I hope that this is heard as many of the residents in this city feel the same way.

Thank you for your time.

--

Thank you,

Christie Hicks

Jackie Glover

From: Bill LaGrone
Sent: Wednesday, November 3, 2021 6:11 AM
To: Jackie Glover
Subject: FW: Constitutional City

From: Dallas Thomas <dallasthomas.dt@gmail.com>
Sent: Tuesday, November 2, 2021 3:54 PM
To: CityHall_CityAdministrator <cityadmin@cityoforoville.org>
Subject: Fwd: Constitutional City

ATTENTION: This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying.

----- Forwarded message -----

From: Dallas Thomas <dallasthomas.dt@gmail.com>
Date: Tue, Nov 2, 2021, 2:01 PM
Subject: Constitutional City
To: <creynolds@cityoforoville.org>, <sthomson@cityoforoville.org>, <ahatley@cityoforoville.org>, <jgoodson@cityoforoville.org>, <dpittman@cityoforoville.org>, <kriggs@cityoforoville.org>, <esmith@cityoforoville.org>

Good afternoon city council leaders!

Thank you for your time and efforts in hearing our voices! I want to express my support for the Constitutional City agenda item. I think it would do the public good to hear the City council as well as our local law enforcement agencies reaffirm the oath they took to uphold the Constitution, even in the face of what may be unconstitutional mandates. This is not a red or blue issue ... the Constitution is for everyone. It is not exhaustive in the freedoms it documents (not confers, as they are inalienable). When legislators are in charge of enforcing or creating laws, the decision lies with them regarding whether those laws are constitutional and preserve the rights of each and every individual citizen. Those who have taken the oath to uphold it must decide whether laws and mandates fall within the framework of this document. This does not confer special powers to anyone, but recognizes our inalienable rights. This document establishes limits on government, not citizens, and should be used to protect each and every one of you as well. Given these unprecedented times, no matter who, red or blue, we need to protect our basic freedoms. Thank you for your time!

Dallas Thomas

Jackie Glover

From: Bill LaGrone
Sent: Wednesday, November 3, 2021 6:11 AM
To: Jackie Glover
Subject: FW: Constitutional City

From: Dallas Thomas <dallasthomas.dt@gmail.com>
Sent: Tuesday, November 2, 2021 3:54 PM
To: CityHall_CityAdministrator <cityadmin@cityoforoville.org>
Subject: Fwd: Constitutional City

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Dallas Thomas

Jackie Glover

From: Bill LaGrone
Sent: Wednesday, November 3, 2021 6:14 AM
To: Jackie Glover
Subject: FW: Proposal

-----Original Message-----

From: Vicki Orsillo <vickiorsillo@gmail.com>
Sent: Tuesday, November 2, 2021 3:44 PM
To: CityHall_CityAdministrator <cityadmin@cityoforoville.org>
Subject: Proposal

. ATTENTION: This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying. .

Please consider the proposal for a constitutional city. It seems in our town we get bullied by Sacramento and especially the double standard our governor had as a mayor in San Francisco!!

Let's regulate our own City!!

Sincerely Vicki Orsillo

Sent from my iPhone

Jackie Glover

From: Bill LaGrone
Sent: Wednesday, November 3, 2021 6:14 AM
To: Jackie Glover
Subject: FW: Constitutional city

From: Nicole Wallace <nicole@tfhc-oroville.org>
Sent: Tuesday, November 2, 2021 3:38 PM
To: CityHall_CityAdministrator <cityadmin@cityoforoville.org>
Subject: Constitutional city

ATTENTION: This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying.

To whom it may concern,

I am an absolute support of Oroville becoming a constitutional City. I believe Oroville is special and says not need to be corrupted by the difficult mandates that come down from our state and federal government. Oroville should be protected and should have the protection of a constitutional City mandate over it.

Jackie Glover

From: Bill LaGrone
Sent: Wednesday, November 3, 2021 6:14 AM
To: Jackie Glover
Subject: FW: Constitutional City Resolution

From: John Mitchell <180jpm@gmail.com>
Sent: Tuesday, November 2, 2021 3:35 PM
To: CityHall_CityAdministrator <cityadmin@cityoforoville.org>
Subject: Constitutional City Resolution

ATTENTION: This message originated from outside the City of Oroville. Please exercise judgment before opening attachments, clicking on links, or replying.

Mayor and City Council,

I want to thank you for taking the time to bring this resolution before the council to declare City Of Oroville a constitutional city. I am going to do my best to be at the meeting in person tonight, but I wanted to make sure that I expressed my position.

There's no doubt we are living in a day and age when our rights are not being slowly take away from us, but being taken away from us and accelerated pace. I applaud you for doing what you can to look out for the best interest of the citizens of our community, and I want you to know that I stand in favor of adopting this resolution, and it is my hope that it would be adopted unanimously by our city council members.

Sincerely,

Pastor John Mitchell