



TOWN OF PARADISE

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www.townofparadise.com

Management Staff:

Charles L. Rough, Jr., Town Manager
Dwight L. Moore, Town Attorney
Joanna Gutierrez, Town Clerk
Lauren Gill, Assistant Town Manager
Craig Baker, Community Development Director
Chris Buzzard, Police Chief
Rob Cone, Interim Fire Chief
Gina Will, Finance Director/Town Treasurer

Town Council:

Steve "Woody" Culleton, Mayor
Tim Titus, Vice Mayor
Joe DiDuca, Council Member
Scott Lotter, Council Member
Alan White, Council Member

TOWN COUNCIL AGENDA

SPECIAL MEETING – 6:00 PM – January 18, 2012

In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate, please contact the Town Clerk's Dept., at 872-6291 at least 48 hours in advance of the meeting. Hearing assistance devices for the hearing impaired are available from the Town Clerk.

Members of the public may address the Town Council on any agenda item, including closed session. If you wish to address the Town Council on any matter on the Agenda, it is requested that you complete a "Request to Address Council" card and give it to the Town Clerk prior to the beginning of the Council Meeting.

All writings or documents which are related to any item on an open session agenda and which are distributed to a majority of the Town Council will be available for public inspection at the Town Hall in the Town Clerk Department at 5555 Skyway, Room 3, at the same time the subject writing or document is distributed to a majority of the subject body. Regular business hours are Monday through Thursday from 8:00 a.m. to 5:00 p.m.

1. OPENING

- a. Call to Order
- b. Pledge of Allegiance to the Flag of the United States of America
- c. Roll Call

2. COUNCIL CONSIDERATION

- 2a. Consider (1) Approving an increase in the police chief salary schedule that would range from \$85,363.20 to \$108,929.60; and/or (2) Approving a

change in the police chief job specification requirements that identifies a college degree as a desired educational qualification rather than a required educational qualification; and/or, (3) Approving extending the deadline for applications and resumes for the police chief position from January 26, 2012 at 5:00 p.m. to February 16, 2012, at 5:00 p.m. (ROLL CALL VOTE)

- 2b. Consider (1) Approving the Town Manager and Town Attorney to develop a not-to-exceed amended contract in the amount of \$35,626.00 with Rolls, Anderson and Rolls to provide the Town with contracted Town Engineer services to the end of the current fiscal year; and, authorizing the Mayor to execute the newly amended contract; and/or (2) Approving the re-classification of the Assistant Public Works Director Paul Derr to Public Works Manager which reflects the separation of the public works from engineering functions under this proposed new model; recognizes the consolidation of three different positions into this single, new, re-classified position; and, approves moving him from Step E to Step F within his current salary range. **(ROLL CALL VOTE)**
- 2c. Discuss and consider Town Council appointment of two Council Members and three citizens-at-large to serve on the Police Chief Community Interview Panel. (No written report)

3. ADJOURNMENT

STATE OF CALIFORNIA) COUNTY OF BUTTE)	SS.
I declare under penalty of perjury that I am employed by the Town of Paradise in the Town Clerk's Department and that I posted this Agenda on the bulletin Board both inside and outside of Town Hall on the following date:	

TOWN/ASSISTANT TOWN CLERK SIGNATURE	

**TOWN OF PARADISE
COUNCIL AGENDA REPORT
DATE: JANUARY 18, 2012**

AGENDA NO. 2.a.

**ORIGINATED &
REVIEWED BY: Charles Rough, Town Manager**

SUBJECT: RECOMMENDED SALARY RANGE INCREASE AND CHANGES TO THE POLICE CHIEF JOB SPECIFICATION REQUIREMENTS TO IMPROVE THE TOWN'S CURRENT RECRUITMENT EFFORTS AND ABILITY TO ATTRACT A GREATER POOL OF WELL QUALIFIED, HIGH CALIBER APPLICANTS TO CONSIDER FOR THE POSITION; AND EXTEND THE DEADLINE FOR APPLICATIONS TO FEBRUARY 16, 2012 AT 5:00 PM

COUNCIL ACTION REQUESTED:

- 1. Approve an increase in the police chief salary schedule that would range from \$ 85,363.20 to \$108,929.60; and/or**
- 2. Approve a change in the police chief job specification requirements that identifies a college degree as a desired educational qualification rather than a required educational qualification; and/or**
- 3. Approve extending the deadline for applications and resumes for the police chief position from January 26, 2012, at 5:00 pm, to February 16, 2012, at 5:00 pm.**
- 4. Decline to approve any one, or all of the above recommendations at this time.**

BACKGROUND:

Recent recruitment efforts in the last year for top department head level management positions has been disappointing in that they've resulted in attracting a very limited pool of well qualified and experienced applicants. This is largely due to our traditionally low comparable salaries, as well as recent and necessary cost-cutting measures that the Town needed to make in the overall compensation package for all employees; which ironically, actually has served as a deterrent in attracting a reasonably sized pool of well qualified applicants to consider for these positions. The efforts twice last year to recruit for a fire chief and our most recent experience with the recruitment for a new public works director/town engineer are cases in point.

The reality that we face as a Town is that despite the recession, and the Town's extensive efforts in the last three years to reduce, as well as contain personnel costs, what we have essentially done is make the Town even less competitive with other cities in our region in terms of attracting well qualified, high caliber individuals to apply for essential middle or top level management positions in the Town government.

While many of these cities that the Town is competing against in terms of recruitment have cut back in terms of number of employees, few of them have actually reduced salary ranges or made as deeply profound or long lasting cuts in benefit packages for key management positions as the Town of Paradise has had to do out of financial necessity.

In addition, at this current time (and probably for the foreseeable future) there is a tremendous amount of turnover and job recruitment activity for top level, public sector management positions taking place throughout the state, primarily as a result of the large numbers of baby boomer retirements.

At the same time there are fewer younger individuals presently in middle-level local government positions willing to step up and apply for the top level positions (which they perceive as taking on a great deal more responsibility and “headaches” for very little extra compensation). In other words, the competition is even more intense for an overall smaller pool of qualified candidates.

Clearly, the Town’s salaries have been traditionally based on what the Town could afford to pay, which in many of our job classifications throughout the organization are lower than similar positions with other public agencies.

DISCUSSION:

With the serious financial challenges the Town still faces, I am not suggesting in any way that the Town do a wholesale change to deal with this problem, or the salary compression issues that are taking place between positions within many of our departments.

However, there are several key management positions within the organization that the Town needs to re-evaluate in terms of salary compensation in the near future, from both a retention and recruitment basis. However, the more pressing, immediate need is to re-evaluate the salary range for the police chief position. This police chief position is one of those highly important, key positions in our Town government organization that requires a significant range of skills, experience, expertise, and training in order to effectively lead and manage a very demanding 24/7 law enforcement agency.

Taking into consideration the compensation for police chiefs in other municipal police agencies in our region (see attached), not to mention what the compensation levels are for current recruitments that are underway for police chief around the state, the Town of Paradise is on the seriously low side.

My concern is that if we continue to advertise the position under its current salary range (\$ 77,440 to \$ 98,760) that it will result in very few applicants of the caliber that we need to consider for this important position.

Therefore, I'm recommending for Council consideration that the salary for the police chief position be increased to range from \$ 85,363.20 to \$ 108,929.60. While this salary range is still low compared to similar cities like Gridley and Oroville, the full range is a far more competitive and attractive salary (+ benefits) to qualified police professionals than the current range, is reasonably affordable within our circumstances, and improves somewhat the salary compression issues that exist between the police chief and police lieutenant positions in the department.

If approved, this recommendation will result in an increase to the general fund of \$ 2, 245 in salary and benefits for this fiscal year (based on B Step - starting May 1, 2012), and an additional \$ 11,925 in salary and benefits on an annualized basis.

The next recommendation is based on concurrence reached at our last Council meeting to make the current police chief job specification required educational qualification for a college degree a desired educational qualification instead (see attached revised job specification & job flyer).

The thinking behind this recommended change was to acknowledge that there might be highly qualified candidates, who while they lack a college degree have either completed the POST certified command college courses or the FBI National Academy. In fact, two of our three last police chiefs who have served during my administration did not have a college degree, but completed the requisite POST leadership and management courses. Again, this recommended change is to increase our potential pool of qualified candidates.

Finally, if these changes are approved it will be necessary to extend our present January 26, 2012 deadline for applications to February 16, 2012, so that we are not only able to get the changes incorporated into all of the online and publication advertising that we are doing as part of our recruitment effort, but provide more time to reach our potentially larger pool of applicants.

FISCAL IMPACT:

The proposed increase in the police chief's salary range will represent an additional \$ 2,245 in salary and benefit costs to the general fund for this current fiscal year; and an increase to the FY 2012/13 general fund in the amount of \$ 11,925 (salary & benefits). These cost estimates could increase if the finalist candidate is hired at a step above Step B in the police chief salary range.

POLICE CHIEF SALARY SURVEY JANUARY 2012

<u>Agency</u>	<u>POLICE CHIEF</u> <u>Minimum</u>	<u>POLICE CHIEF</u> <u>Maximum</u>	<u>PERS %</u> <u>paid by</u> <u>Agency</u>	<u>PERS</u> <u>equiv</u>	<u>Max</u> <u>Annual</u> <u>Educ.</u> <u>Incentive</u>	<u>Admin</u> <u>Leave</u> <u>(use or</u> <u>loose =\$0)</u>	<u>Top Step</u> <u>+PERS +EDUC</u>	
Chico	137,292	164,759	9%	\$ 14,828			\$ 179,587.11	actively recruiting
Gridley	99,348	120,768	9%	\$ 10,869	14,652	0	\$ 146,289.12	
Live Oak				\$ -				contract with County
Marysville		99,408	0%	\$ -	0	0	\$ 99,408.00	
Orland	74,820	91,172	1%	\$ 912	7,482	1,439	\$ 101,004.67	
Ovorville	99,750	115,763	5%	\$ 5,788	0	0	\$ 121,551.15	
Paradise	77,440	98,760	4%	\$ 3,950	3,000	0	\$ 105,710.40	
Red Bluff		96,811	0.00	\$ 600	0	0	\$ 97,411.00	
Redding	100,680	139,489	0%	\$ -	3,380	0	\$ 142,869.44	
Willows	82,956	95,400	7%	\$ 6,678	0	1,595	\$ 103,673.00	
Yuba City	143,724	174,696	9%	\$ 15,723			\$ 190,418.64	
AVERAGE Min-Max:	\$ 102,001.31	\$ 119,702.64			Avg Salary & noted benefits:		\$ 128,792.25	

Actual salary

Avg. Agency Basic Salary Mid-Point: \$ 110,851.97
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JOB TITLE: Police Chief
 DEPARTMENT: Police Department
 DIVISION: Police Administration
 REVISION DATE: January 18, 2012
 HOURS: 40 hours per week
 CLASSIFICATION: Exempt
 UNIT: Management Group
 REPORTS TO: Town Manager
 WORKS WITH: Town Management, Town Council, Police Administration, Police Personnel & General Public
 SUPERVISES: Police Personnel

Police Chief

DEFINITION

Under general direction of the Town Manager, to plan, organize, direct, supervise, and coordinate the activities of all divisions comprising the Police Department; to provide highly responsible and technical staff assistance to the Town Manager and Town Council and other Town departments; and perform related work as required.

DISTINGUISHING CHARACTERISTICS

An individual who is a strong, ethical, creative, visionary, and motivational leader, who is sensitive to and involved with the community they serve; who is an effective advocate for their department and personnel, yet, at the same time is a team player when it comes to helping accomplish the Town's overall best interests; who possesses excellent communication and interpersonal skills; who has a proven track record of effectively and efficiently managing a police agency; who has a demonstrated record with improving accountability, performance, and productivity among its sworn police personnel; who has played an integral part in enhancing a police agency's accessibility and transparency to the public; who maintains a highly disciplined police operation at all times; and who understands and believes in their police agency being subject to civilian oversight and control.

TYPICAL DUTIES

Plan, organize, direct, supervise and coordinate the activities of the Police Department; formulate and maintain departmental rules, procedures and policies; research cost-effective management methods for the areas of service assigned to the Police Department; direct the development and implementation of a departmental in-service training program; prepare and administer the department budget; supervise the purchase of equipment and supplies; confer with citizens and Town officials on law enforcement problems and assist in the development of innovative municipal law enforcement policies; attend state, county, and area police conferences and meetings with other public officials; cultivate good community relations by appearing before civic, fraternal and other community groups; recommend adoption and assist in preparation of ordinances; coordinate law enforcement activities with the activities of other Town departments and other law enforcement agencies; select, supervise, train, and

evaluate assigned staff; may serve as Acting Town Manager.

REQUIRED QUALIFICATIONS

Knowledge of: Modern principles, practices and techniques of police administration, organization and operation; inclusionary management style; technical and administrative phases of crime prevention and law enforcement, including criminal investigation, patrol operations, traffic control juvenile delinquency control, record keeping, and care and custody of persons and property; laws, ordinances, and regulations affecting the work of the department.

Ability to: Communicate clearly and concisely, orally and in writing; plan, organize, direct, supervise and coordinate the work of the Department; develop and administer policies; develop skills training for department employees, particularly middle management staff skills; properly interpret and make decisions in accordance with laws, regulations, and policies.

Physical Standards: While performing the duties of this job, the employee is frequently required to sit and talk and hear. The employee is often required to stand; walk; use hands to finger, handle, or operate objects, controls, or tools; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; taste and smell. The employee must occasionally lift and/or move more than 60 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to focus.

Experience: Eight years of broad and extensive experience in all major phases of municipal police work, including at least two years in a responsible middle management capacity preferably in a municipal police department; middle management experience with the Town of Paradise Police Department may, at the discretion of the Town Manager, provide alternative qualifying experience.

Education/Certificates: The following certificates issued by the Commission on Peace Officers Standards and Training, State of California: basic certificate, intermediate certificate, advanced certificate, supervisory certificate and management certificate.

A combination of training and experience that provides the required knowledge, skills and abilities maybe determined to be qualifying; typical education would include a Bachelor's Degree from an accredited college or university, with major emphasis in police science, administration of justice or public administration;

Licenses: Valid Class C California Driver's License in conformance with established Town employee driving standards.

Desired Qualifications: A Bachelor's Degree from an accredited college or university, with major emphasis in police science, administration of justice or public administration; completion of the State of California Commission on Peace Officer Standards and Training (P.O.S.T.) Command College or the FBI National Academy is preferred.

POLICE CHIEF

SALARY

\$7,113.60 to \$9,077.47 per month.

Career/educational incentive pay up to \$250.00 per month is also available.

ABOUT THE POSITION

Under general direction of the Town Manager, to plan, organize, direct, supervise, and coordinate the activities of all divisions comprising the Police Department; to provide highly responsible and technical staff assistance to the Town Manager and Town Council and other Town departments; and perform related work as required.

Duties will include but not be limited to: Plan, organize, direct, supervise and coordinate the activities of the Police Department; formulate and maintain departmental rules, procedures and policies; research cost-effective management methods for the areas of service assigned to the Police Department; direct the development and implementation of a departmental in-service training program; prepare and administer the department budget; supervise the purchase of equipment and supplies; confer with citizens and Town officials on law enforcement problems and assist in the development of innovative municipal law enforcement policies; attend state, county, and area police conferences and meetings with other public officials; cultivate good community relations by appearing before civic, fraternal and other community groups; recommend adoption and assist in preparation of ordinances; coordinate law enforcement activities with the activities of other Town departments and other law enforcement agencies; select, supervise, train, and evaluate assigned staff; may serve as Acting Town Manager.

REQUIRED QUALIFICATIONS

- ◆ **Knowledge of:** Modern principles, practices and techniques of police administration, organization and operation; inclusionary management style; technical and administrative phases of crime prevention and law enforcement, including criminal investigation, patrol operations, traffic control juvenile delinquency control, record keeping, and care and custody of persons and property; laws, ordinances, and regulations affecting the work of the department.
- ◆ **Ability to:** Communicate clearly and concisely, orally and in writing; plan, organize, direct, supervise and coordinate the work of the Department; develop and administer policies; develop skills training for department employees, particularly middle management staff skills; properly interpret and make decisions in accordance with laws, regulations, and policies.
- ◆ **Experience:** Eight years of broad and extensive experience in all major phases of municipal police work, including at least two years in a responsible middle management capacity preferably in a municipal police department; middle management experience with the Town of Paradise Police Department may, at the discretion of the Town Manager, provide alternative qualifying experience.
- ◆ **Education:** A combination of training and experience that provides the required knowledge, skills and abilities is qualifying; typical education would include a Bachelor's Degree from an accredited college or university, with emphasis in police science, administration of justice or public admin.
- ◆ **Licenses/Certificates:** The following certificates issued by the Commission on Peace Officers Standards and Training, State

of California: basic certificate, intermediate certificate, advanced certificate, supervisory certificate and management certificate; and a valid Class C California Driver's License in conformance with established Town employee driving standards.

DESIRED QUALIFICATIONS

A Bachelor's Degree from an accredited college or university, with major emphasis in police science, administration of justice or public administration. Completion of the State of California Commission on Peace Officer Standards and Training (POST) Command College or the FBI National Academy

APPLICATION PROCEDURES

Interested persons who meet the minimum qualifications are invited to submit a completed Town of Paradise Application for Employment to the following address: Town of Paradise, ATTN: Police Chief Testing, 5555 Skyway, Paradise, CA 95969 Telephone: (530) 872-6291.

A cover letter, resume and salary history with salary expectations is also required. Current DMV printout (within 30 days) must be submitted with application.

FINAL FILING DATE

5:00 p.m. on February 16, 2012. Postmarks will not be accepted as proof of filing date. Faxed applications will not be accepted.

SELECTION PROCEDURE

Following a review of the applications, the most qualified candidates will be invited to participate in an oral interview, assessment, and testing process. The successful candidate will be required to pass an extensive background, credit, polygraph and fingerprint check; psychiatric/psychological screening process examination; meet all medical standards for California Law Enforcement, "published by POST"; stress medical and a physical agility exam.

BENEFITS

Benefits provided by the Town of Paradise will be pursuant to the Management Group Memorandum of Understanding (MOU). Outlined below is a summary of benefits at the time of recruitment.

- ◆ PERS Safety retirement plan (3%@55)*
*In current MOU, Employee pays 5% and Town pays 4% of EE Contribution. Town continues EPMC.
- ◆ Admin. Leave Up to 120 hrs/yr.
- ◆ Sick Leave 8 hrs/mo.
- ◆ Vacation Leave 0-4 yrs. - 120 hrs
5-9 yrs. - 135 hrs
10-14 yrs. - 176 hrs
15 & over yrs. - 200 hrs
- ◆ Bereavement Leave up to 3 days each leave
- ◆ Holiday Pay Paid 13 days in lieu
- ◆ Longevity Pay 5% of salary - 10 yrs.
7.5% of salary - 15 yrs.
- ◆ Medical Plan PERS medical plan**
- ◆ Dental Plan Delta Dental Plan
- ◆ Vision Plan Superior Vision Plan
**Deferred Compensation in lieu of medical is an option
- ◆ Town provided car and cell phone
- ◆ Long/Short Term Insurance Disability Plan
- ◆ Life Insurance \$150,000
- ◆ Deferred Comp (457) avail for EE contribution
- ◆ No Social Security participation
- ◆ Gym Membership Reimbursement Benefit
- ◆ Retiree medical in accordance with PERS vesting schedule CG 22893

The information contained in this announcement is general in nature and does not constitute an expressed or implied contract. Employee benefits may vary with different employee bargaining units.

The Town of Paradise is an Equal Opportunity/Affirmative Action Employer

About the Town of Paradise. The Town of Paradise was incorporated in 1979, and is a general law city with a Council/Manager form of municipal government. Paradise is the second largest populated city in Butte County, with a population of 26, 316. The city, which is located on a ridge east of Chico, is over 18 square miles in size, and ranges in elevation from 1200 to 2400 feet.

The Town government organization, which has 89 FTE employees, is comprised of the Town Manager, who serves as the chief executive officer, and who along with the Town Clerk and contracted Town Attorney reports directly to the Town Council.

Reporting directly to the Town Manager are the Asst. Town Manager (who oversees all development, Business & Housing-related programs & services), Finance, Human Resources, Community Development (planning, building, onsite, code enforcement), Public Works (engineering, streets maintenance, transit), Police, Fire and Fleet Management.

The Town is looking for a **Police Chief** who is a strong, ethical, creative, visionary, and motivational leader, who is sensitive to and involved with the community they serve; who is an effective advocate for their department and personnel, yet, at the same time is a team player when it comes to helping accomplish the Town's overall best interests; who possesses excellent communication and interpersonal skills; who has a proven track record of effectively and efficiently managing a police agency in tough financial times with limited staffing; who has a demonstrated record with improving accountability, performance, and productivity among its sworn police personnel; who has played an integral part in enhancing a police agency's accessibility and transparency to the public; who maintains a highly disciplined police operation at all times; and who understands and believes in their police agency being subject to civilian oversight and

TOWN OF PARADISE



INVITES
APPLICATIONS FOR POLICE
CHIEF

APPLICATIONS MUST BE RECEIVED BY:
5PM ON THURS., FEB. 16, 2012

**TOWN OF PARADISE
COUNCIL AGENDA REPORT
DATE: JANUARY 18, 2012**

AGENDA NO. 2.b.

**ORIGINATED &
REVIEWED BY: Charles Rough, Town Manager
Lauren Gill, Asst. Town Manager**

**SUBJECT: RECOMMENDATION TO AMEND OUR CURRENT CIVIL
ENGINEERING SERVICES SUPPORT CONTRACT WITH ROLLS,
ANDERSON AND ROLLS TO SPECIFY CONTRACTED TOWN
ENGINEER SERVICES; AND TO RECLASSIFY OUR ASSISTANT
PUBLIC WORKS DIRECTOR TO PUBLIC WORKS MANAGER
WITH A STEP INCREASE IN HIS CURRENT SALARY RANGE**

COUNCIL ACTION REQUESTED:

- 1. Approve the Town Manager and Town Attorney to develop a not-to-exceed amended contract in the amount of \$ 35,626.00 with Rolls, Anderson and Rolls to provide the Town with contracted Town Engineer services to the end of the current fiscal year; and authorize the mayor to execute the newly amended contract; and/or**
- 2. Approve the re-classification of the Asst. Public Works Director Paul Derr to Public Works Manager which reflects the separation of the public works from engineering functions under this proposed new model; recognizes the consolidation of three different positions into this single, new, re-classified position; and approves moving him from Step E to Step F within his current salary range.**
- 3. Decline to approve these recommendations at this time.**

BACKGROUND:

Our recruitment effort for a new public works director/town engineer didn't work out for Many of the same reasons as stated in the police chief report.

Clearly, of paramount importance to the future of Paradise, is our Town's need to have at the very least a town engineer that can focus on moving forward a number of capital projects that we have on the books planned for this community, and who at the same time is aggressively pursuing (through various grant opportunities) the funding necessary to make these projects possible.

These highly important capital projects include:

1. The construction of the wastewater collection/treatment project that will serve the commercial areas of our community, and provide the infrastructure essential to future business and economic growth.
2. The construction of the Skyway Corridor Improvements that were detailed in the approved BCAG funded Skyway Corridor Study.
3. The construction of the various capital projects identified in the approved Downtown Capital Projects Master Plan which are already 30% engineered.
4. Completion of additional streets and roads improvements that improve the drivability and sustainability of our public streets.

Since the departure of our former public works director/town engineer, the Town has had in place a not-to-exceed \$20,000 basic civil engineering services contract with Rolls, Anderson, Rolls, a civil engineering firm, located in Chico, to assist us with some immediate capital projects that we had scheduled for construction this year (i.e. PCV Phase I, South Libby, etc.). So far we've expended \$ 8,427 (through 1-31-2012) of this contract, and been very pleased with Rolls Anderson's work for the Town.

This is a very basic civil engineering project support contract that was intended to assist us during this interim period between public works director/town engineers. It doesn't rise to the level of an actual city engineer services contract similar to what Rolls Anderson provides to other cities in the region (i.e. Gridley, Live Oak, Orland, Tehama City).

Rather than proceed with another recruitment for a public works director/town engineer, town engineer, or associate civil engineer at this time, I'm recommending that for the balance of the current fiscal year the current contract with Rolls, Anderson, Rolls be amended to reflect an actual town engineer type services contract. This will give the Town time to properly evaluate how well this type of contracted service to the Town works, and whether to recommend as part of next year's budget that this private contract approach be continued, or instead, some form of the civil engineering function be re-instituted in-house.

DISCUSSION:

Under the Town Engineer services contract, Ken Skillman from Rolls, Anderson would serve as our contracted Town Engineer. He would report directly to our Asst. Town Manager/Development Services Director. He would devote 8 hours per week at Town Hall, with defined office hours, as well as work from his office in Chico on any Town-related projects.

Their billing rates for this type of contract are 15% less expensive than their current contract with the Town (which was very favorable when compared to other possible service providers), and 20% cheaper than what they charge their private clients. Attendance at Council meetings once

per month, if necessary, would be free. A copy of both their new rate sheet and the existing contract is attached for Council's benefit.

Therefore, it is being proposed to amend the current not-to-exceed \$ 20,000 contract to a not-to-exceed \$ 35,627.00 through June 30, 2012. This contract represents no additional impact to the general fund, and in fact, is predominately funded through the Gas Tax Fund, and engineering reimbursements on projects.

The Town Council will recall that when the Public Works Supervisor position was eliminated through lay-offs this last year, the position's duties and responsibilities were consolidated and assumed by the Asst. Public Works Director. Since our former public works director's departure, the public works management and administration duties have also been picked up and assumed by the Asst. Public Works Director.

With splitting off the Town Engineer function through contract, it makes sense organizationally to now formally recognize the additional consolidated job duties and responsibilities of the Asst. Public Works Director through a re-classification of his position and a step increase within his current salary range (from Step E to Step F). He will continue to report directly to the Asst. Town Manager/Development Services Director. Even with this re-classification, he will remain a member of the Confidential Mid-Management employees group. A copy of the new job specification for the position is attached for Council's benefit.

This is a very similar to the action that the Town Council approved last year when our Building Official/Fire Marshal assumed all of the building inspection responsibilities for the Town when the Town had to eliminate the Senior Building Inspector position.

FISCAL IMPACT:

The proposed Town Engineer contract with Rolls, Anderson and Rolls through June 30, 2012, represents an increase in the not-to-exceed amount of the current contract from \$ 20,000 to \$ 35,627.00, and is primarily funded through the Gas Tax Fund, and engineering reimbursements from projects. There is no additional cost impact on the general fund.

The proposed step increase for the public works manager represents an increase of \$ 1,951.53 (salary & benefits) to the Gas Tax Fund for the current fiscal year, and an increase of \$ 977.63 (salary & benefits) for next fiscal year (because he would have moved to F Step next year).

ROLLS, ANDERSON & ROLLS
2012 MUNICIPAL HOURLY RATE SCHEDULE

Principal Engineer	\$100.00
Associate Engineer	89.00
Principal Surveyor	87.00
Assistant Engineer	83.00
Engineering Technician	74.00
Engineering Technician II	63.00
Draftsman	55.00
Clerical/Secretarial	47.00
2-Man Survey Crew	150.00
Construction Inspector	87.00
CAD Computer System	10.00

Miscellaneous Expense - Charged at Actual Cost + 5%

Gill, Lauren

From: Ken Skillman [kgs3@rarcivil.com]
Sent: Monday, January 16, 2012 10:41 AM
To: Gill, Lauren
Subject: 2012 Municipal Client Rates & Proposed Office Hours
Attachments: 2012 Muni Rate.pdf

Good Morning Lauren:

Sorry I was out when you called Friday afternoon. I have attached our 2012 Municipal Rates that we use for our long term municipal clients. This rate structure shall apply if The Town of Paradise determines to enter into a longer term agreement with RAR (most often annually renewable or longer).

These rates are approximately 15% lower than our current contract rates with the Town of Paradise and about 20% lower than our private rates.

As we also discussed, I could establish defined office hours, if the Town so chooses, likely Tuesday afternoon (1:00pm to 5:00pm) and Thursday morning (8:00am to Noon). Of course, we could adjust these hours, as needed.

Feel free to call if any of this needs to be "tweaked" and thanks again for the opportunity to serve the Town of Paradise.

Kenneth G. Skillman III, PE/PLS
Interim Paradise Town Engineer
Rolls Anderson & Rolls
115 Yellowstone Drive
Chico, CA 95973
Phone: (530) 895-1422
Fax: (530) 895-1409
Email: kgs3@rarcivil.com

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on September 28, 2011, by and between the Town of Paradise, a municipal corporation ("Town") and Rolls, Anderson and Rolls Civil Engineers ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services relating to civil engineering services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and.
- C. Town desires to retain Consultant to render professional services relating to civil engineering services.

AGREEMENT

- 1. Scope of Services. The Consultant shall furnish the following services in a professional manner under this Agreement:
 - a. On behalf of the Town, Consultant shall perform civil engineering services in accordance with Exhibit "A" which is attached hereto and incorporated herein by reference. Consultant shall provide the services at the time, place, and in the manner specified in Exhibit "A", subject to the direction of the Town through its staff as provided from time to time.
 - b. On behalf of the Town, Consultant shall submit all normal and customary plan checks within fourteen (14) days upon receiving plans.
- 2. Time of Performance. The services of Consultant are to commence upon execution of

this Agreement and shall continue until September 30, 2012 unless terminated earlier in accordance with Section 6 of this Agreement.

3. Compensation. Consultant's compensation for all services under this Agreement shall not exceed \$20,000.00 and shall be in accordance with the Schedule of Charges set forth in Exhibit "B", which is attached hereto and incorporated herein by reference. Payment by Town under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the Town at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to Town describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. Town shall pay Consultant no later than 30 days beyond the date of Town's receipt of billing.
5. Extra Work. At any time during the term of this Agreement, Town may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from Town.
6. Termination. This Agreement may be terminated by the Town immediately for cause or by either party without cause upon thirty (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Town upon payment to Consultant for such work, and the Town shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to Town within three (3) days after written request.

a. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including, but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided

to Consultant by Town. Town shall not be limited in any way in its use of the Documents and Data at any time.

b. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials

shall not, without the prior written consent of Town, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Town's name, seal, or photographs relating to project for which Consultant's services are rendered, or participate in any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Town.

8. Consultant's Books and Records.

- a. Consultant shall retain 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 Town for a minimum period of two (2) years, or for any longer period required by law, after the date of final payment to Consultant to this Agreement.
- b. Consultant shall retain all documents and records which demonstrate performance under this Agreement for a minimum of two (2) years, or for any longer period required by law, beyond the date of termination or completion of this Agreement.
- c. Any records or documents required to be retained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Manager, Town Attorney, Town Finance Director, or a

designated representative of these officers. Copies of such documents shall be provided to the Town for inspection at Town Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

- d. Where Town has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, Town may, by written request by any of the above named officers, require that custody of the records be given to the Town and that the records and documents be maintained by Town Hall.
9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed under this Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of the Town. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Town's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
 10. Interest of Consultant. Consultant covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement. This section shall not be applicable to any real property owned by the County of Butte.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the Town or any Town official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any Town decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

11. Professional Ability of Consultant. Town has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall not have any other persons or entities perform professional services under this Agreement without first obtaining the written approval of Town. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
13. Licenses. Consultant represents and warrants to Town that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to Town that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, certifications, insurance and approvals which

are required by the Town for its business.

14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the Town, 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 Town, its officers, agents, employees or volunteers.
15. Insurance Requirements. Consultant shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "C" attached hereto.
16. Notices. Any notice required to be given under this Agreement shall be in writing and will either be 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 Town: Lauren Gill
 Town of Paradise
 5555 Skyway
 Paradise, CA 95969

If to Consultant: Rolls, Anderson and Rolls Civil Engineers
 115 Yellowstone Drive
 Chico, CA 95973

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

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and Town and approved as to form by the Town Attorney.
19. Assignment and Subcontracting. The parties recognize that a substantial inducement to Town for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the Town. No subcontractors shall work under this Agreement without the prior written authorization of the Town. If Town consents to such subcontract, Consultant shall be fully responsible to Town for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Town and a subcontractor of the Consultant nor shall it create any obligation on the part of the Town to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
20. 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.
21. 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.
22. 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.
23. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any


legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.


24. Dispute Resolution The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement first through mediation. If good faith attempt at resolution through mediation does not abate an issue, both parties reserve their right to litigate this matter in accordance with California law and any action to enforce or dispute the terms of this Agreement for the breach thereof shall be brought and tried in the County of Butte.
25. Execution. This Agreement will be executed by the Consultant first, then the Town, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration


contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

TOWN OF PARADISE
By: 
Charles L. Rough, Jr., Town Manager

Rolls, Anderson and Rolls Civil Engineers
By: 
Title: VICE PRESIDENT

APPROVED AS TO FORM:
By: 
Dwight L. Moore, Town Attorney


ATTEST:
By: 
Joanna Gutierrez, Town Clerk

EXHIBIT A
SCOPE OF SERVICES
TO AGREEMENT FOR PROFESSIONAL SERVICES WITH
ROLLS, ANDERSON AND ROLLS CIVIL ENGINEERING

Scope of Services. Consultant will provide the following services:

- A. Participate in private development project reviews
- B. Provide engineering plan checking services for private development and utility capital improvement projects.
- C. Review and approve documents relative to Town capital improvement projects such as CMAQ invoicing, right of way documents, etc.
- D. Review and approve plans for Town capital improvement projects
- E. Prepare Town Council staff reports as necessary to support private development and Town capital improvement projects.
- F. Review and approve various reports prepared by Engineering Division staff
- G. Monitor progress of Pearson/Recreation Drive – plans, specifications and easements and right of way consultant(s).
- H. Provide technical assistance to staff and the Town Manager/Assistant Manager.

Town Assistance. The Town will assist Consultant by providing information, space and facilities as follows:

- A. All information reasonably within the Town control and accessible to the Town which may be helpful to Consultant in the performance of the services as provided herein.
- B. A suitable location where meet and confer sessions may be conducted, as needed.

EXHIBIT B
SCHEDULE OF CHARGES
TO AGREEMENT FOR PROFESSIONAL SERVICES WITH
ROLLS, ANDERSON AND ROLLS CIVIL ENGINEERING

Compensation. The Consultant's compensation for performance of the services as provided herein shall be as follows:

- A. Principal Engineer \$115.00 per hour
- B. Senior Engineer \$110.00 per hour
- C. Associate Engineer \$105.00 per hour
- D. Assistant Engineer \$95.00 per hour
- E. Engineering Technician \$85.00 per hour
- F. Engineering Technician II \$70.00 per hour

**EXHIBIT C
INSURANCE
TO AGREEMENT FOR PROFESSIONAL SERVICES WITH
ROLLS, ANDERSON AND ROLLS CIVIL ENGINEERING**

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

A. 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) Errors and Omissions Liability Insurance.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

(1) General Liability: (Including operations products and completed operations, as applicable.)	\$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 claims made basis

EXHIBIT C (cont'd)

C. Deductibles and Self-Insured Retentions

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

D. Additional Insured

The Town shall be an additional named insured on all insurance policies except for the errors and omission insurance policy.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
9/27/11

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED Rolls, Anderson & Rolls 115 Yellowstone Drive Chico, CA 95973	INSURER A: Travelers Indemnity Co. of Connecticut
	INSURER B: American Automobile Ins. Co.
	INSURER C: U.S. Specialty Insurance Company
	INSURER D: Travelers Property Casualty Co of Am
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS				
A	GENERAL LIABILITY	6802847L174	07/23/11	12/08/11	EACH OCCURRENCE	\$1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$1,000,000			
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000			
					PERSONAL & ADV INJURY	\$1,000,000			
					GENERAL AGGREGATE	\$2,000,000			
					PRODUCTS - COMP/OP AGG	\$2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								
D	AUTOMOBILE LIABILITY	BA6711L643	12/08/10	12/08/11	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000			
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$			
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$			
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$			
	<input checked="" type="checkbox"/> HIRED AUTOS								
	<input checked="" type="checkbox"/> NON-OWNED AUTOS								
	GARAGE LIABILITY							AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO							OTHER THAN AUTO ONLY: EA ACC	\$
				AGG	\$				
E	EXCESS LIABILITY				EACH OCCURRENCE	\$			
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$			
	<input type="checkbox"/> DEDUCTIBLE					\$			
	<input type="checkbox"/> RETENTION \$					\$			
						\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80994308	09/01/11	09/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER				
	E.L. EACH ACCIDENT				\$1,000,000				
	E.L. DISEASE - EA EMPLOYEE				\$1,000,000				
	E.L. DISEASE - POLICY LIMIT				\$1,000,000				
C	OTHER Professional Liability	USS1121936	07/11/11	07/11/12	\$1,000,000 per claim				
					\$1,000,000 annl aggr.				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 General Liability policy excludes claims arising out of the performance of professional services.
 The Town of Paradise is named as an additional insured as respects general liability for claims arising from the operations of the named insured.

CERTIFICATE HOLDER Town of Paradise 5555 Skyway Paradise, CA 95969	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

The Town of Paradise

PROJECT/LOCATION OF COVERED OPERATIONS: All Operations of the Named Insured

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



JOB TITLE: Public Works Manager
 DEPARTMENT: Development Services
 DIVISION: Public Works
 REVISION DATE: January 18, 2012
 HOURS: 40 hours per week
 CLASSIFICATION: Exempt
 UNIT: CMMA
 REPORTS TO: Asst. Town Manager
 WORKS WITH: Town Management, CDD & Public Works staff, Contractors, General Public
 SUPERVISES: Public Works Personnel

Public Works Manager

DEFINITION

Under general direction of the Assistant Town Manager/Development Services Director, the Public Works Manager will plan, direct and supervise crews engaged in the repair and maintenance of Town buildings, streets, storm drains, curbs, gutters, parks; perform project management work as required; plan, direct and supervise inspection of all capital improvement and maintenance projects.

TYPICAL DUTIES

Plan, direct and supervise Town street and building maintenance and repair activities including capital projects; direct the operation of equipment involved in street, curb, gutter, storm drain, traffic, parking system, and related building maintenance and repair work; make recommendations on the types and kinds of equipment needed for maintenance and repair work; estimate and schedule work to be done and the quantities of materials needed; inspect work projects in progress and upon completion; check and answer complaints concerning street and facility maintenance, repair and cleaning; requisition and purchase materials and supplies, maintain records of work performed and supplies used; coordinate maintenance activities with other Town departments and divisions and with outside agencies; respond to and direct emergency situations; participate in budget preparation and administration; supervise, train and evaluate assigned staff; perform related assignments as necessary.

REQUIRED QUALIFICATIONS

Knowledge of: Project management, construction inspection, and scheduling, methods, equipment, materials and work practices involved in Town street, traffic, underground, and building maintenance and repair activities; characteristics and uses of asphalt, concrete and other paving materials; safe work practices; record keeping and reporting procedures; principals of supervision, training and performance evaluation.

Ability to: Communicate clearly and concisely both orally and in writing; supervise a variety of skilled tasks in street maintenance, carpentry, electrical, plumbing and painting; assign and

supervise the work of crews engaged in equipment operation and maintenance and repair work; read and interpret plans and specifications; estimate time, materials and equipment needed to perform maintenance and repair work; effectively supervise an ongoing public works maintenance program; supervise, train and evaluate assigned staff.

Physical Standards: Work is performed mostly in office settings. Some outdoor work is required in the inspection of various projects, construction sites, or public works facilities. Hand-eye coordination is necessary to operate computers and various pieces of office equipment. While performing the duties of this job, the employee is often required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is often required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk and hear and smell. The employee must occasionally lift and/or move up to 25 pounds.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, or risk of electrical shock.

The noise level in this work environment is usually quiet in the office, moderate to loud in the field.

Experience: Four years of increasingly responsible experience in facilities maintenance and public works construction, maintenance and repair work, including some supervisory experience.

Education/Certificates: High school graduation or equivalent supplemented by specialized training in facility maintenance, street maintenance and repair. Bachelor degree preferred.

Licenses: Valid Class C California Driver's License in conformance with established Town employee driving standards.