



# Town of Paradise Town Council Meeting Amended Agenda 6:00 P.M. – January 8, 2019

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**City of Chico Council Chamber – 421 Main Street, Chico,**

Mayor, Jody Jones  
Vice Mayor, Greg Bolin  
Council Member, Steve Crowder  
Council Member, Melissa Schuster  
Council Member, Mike Zuccolillo

Town Manager, Lauren Gill  
Town Attorney, Dwight L. Moore  
Town Clerk, Dina Volenski  
Community Development Director, Craig Baker  
Administrative Services Director/Town Treasurer, Gina Will  
Public Works Director/Town Engineer, Marc Mattox  
Division Chief, CAL FIRE/Paradise Fire, David Hawks  
Chief of Police, Eric Reinbold

## Meeting Procedures

- I. The Mayor is the Presiding Chair and is responsible for maintaining an orderly meeting. The Mayor calls the meeting to order and introduces each item on the agenda.
- II. The Town staff then provides a report to Council and answers questions from the Council.
- III. Citizens are encouraged to participate in the meeting process and are provided several opportunities to address Council. Any speaker addressing the Council is limited to three minutes per speaker - fifteen minutes per agenda item
  - A. If you wish to address the Council regarding a specific agenda item, please complete a “Request to Address Council” card and give it to the Town Clerk prior to the beginning of the meeting. This process is voluntary and allows for citizens to be called to the speaker podium in alphabetical order. Comments and questions from the public must be directed to the Presiding Chair and Town Council Members (please do not address staff.) Town staff is available to address citizen concerns Monday through Thursday at Town Hall between the hours of 8am and 5pm.
  - B. If you wish to address Council regarding an item not on the agenda, you may do so under Item 4, “Public Communication.” Again, please fill out a card and give it to the Town Clerk before the meeting. State Law prohibits Council action on items not listed on a public agenda.

In compliance with the Americans with Disabilities Act (ADA) Compliance, persons who need special accommodations to participate in the Town Council meeting may contact the Town Clerk at least three business days prior to the date of the meeting to provide time for any such accommodation.

## 1. OPENING

- 1a. Call to Order
- 1b. Pledge of Allegiance to the Flag of the United States of America
- 1c. Invocation
- 1d. Roll Call
- 1e. Presentations/Updates from the following agencies/representatives:
  - Paradise Irrigation District, Comcast, CALFIRE-Burning, Debris Removal, Building Permit Checklist, Disaster Recovery Operations Center (DROC)

## 2. CONSENT CALENDAR

One roll call vote is taken for all items. Consent items are considered to be routine business that does not call for discussion.

- [2a.](#) p4 Approve December 2018 cash disbursements in the amount of \$4,961,740.68.
- [2b.](#) p13 Accept the donation of a 2018 Dodge Ram 2500 pickup with code 3 package, radio, camper shell, and command box estimated at \$70,000; and, two sets of Holmatro extrication/rescue tools estimated valued \$42,000 and two “BlowHard” fans firefighting equipment estimated at \$8,000 from “Direct Relief” (directrelief.org) to the Town of Paradise Fire Department. The total estimated value of all items is approximately \$120,000.
- [2c.](#) p14 Accept the various private citizen and business donations offered to the Town of Paradise in the amount of \$237,440.38
- [2d.](#) p18 Approve/Ratify Town of Paradise contracts with numerous entities providing services associated with the Camp Fire Emergency.
- [2e.](#) p22 Consider adopting Resolution No. 19-\_\_\_, A Resolution of the Town Council of the Town of Paradise approving the plans and specifications for the Skyway/Black Olive Signalization Project and authorizing advertisement for bids on the project.
- [2f.](#) p25 Adopt Resolution No. 19-\_\_\_, A Resolution of the Town Council of the Town of Paradise authorizing the acquisition of grants of easements and payments relating thereto for the Underground Utility District 16-2.
- [2g.](#) p51 Adopt Resolution No. 19-\_\_\_, a Resolution of the Town Council of the Town of Paradise Establishing the Deadline for the Alternative Debris Removal Program.

## 3. ITEMS REMOVED FROM CONSENT CALENDAR

## 4. PUBLIC COMMUNICATION

For matters that are not on the Council business agenda, speakers are allowed three (3) minutes to address the Council. The Town Council is prohibited from taking action on matters that are not listed on the public agenda. The Council may briefly respond for clarification and may refer the matter to the Town staff

## 5. PUBLIC HEARINGS – None

## 6. COUNCIL CONSIDERATION

Action items are presented by staff and the vote of each Council Member must be announced. A roll call vote is taken for each item on the action calendar. Citizens are allowed three (3) minutes to comment on agenda items.

6a. p54 1. Consider leaving the business license program as is; or, 2. Extending the fee waiver for business licenses for one year (until Jan. 1, 2020) and, a. Consider waving the entire reading of proposed Ordinance No. 574 and approve reading by title only; and, b. Consider introducing Town of Paradise Ordinance No. 574, an Ordinance Amending Sections 5.22.030 and 5.22.060 of the Paradise Municipal Code relating to Business License; or, 3. Give staff alternate direction. (ROLL CALL VOTE)

6b. p62 1. Consider authorizing the Town Manager, Administrative Services Director and Town Attorney to negotiate an agreement with Ernst & Young LLP for Disaster Recovery Management Services; and, 2. Authorizing the Town Manager to execute the appropriate documents relating to such services. (ROLL CALL VOTE)

## 7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Council initiated agenda items
  - 1. Request to review Ordinance No. 573 - An Urgency Ordinance -Camp Fire Disaster Recovery Temporary Housing (Mike Zuccolillo)
- 7b. Council reports on committee representation
- 7c. Future Agenda Items

## 8. STAFF COMMUNICATION

- 8a. Town Manager Report

## 9. CLOSED SESSION

- 9a. Pursuant to Government Code Section 54956.8, the Town Council will hold a closed session as follows:  
To consider the terms to accept a transfer of fee title to real property located at 1886 Andrew Place, Paradise, CA.
  - Negotiators for Owners of Property: Sharol and BC Strickland
  - Town Negotiator: Lauren M. Gill Town Manager
- 9b. Pursuant to Government Code Section 54956.9(d)(4) Town Council will hold a closed session to consider whether to initiate litigation based on existing facts and circumstances: One potential case.
- 9c. Pursuant to Government Code section 54957, the Town Council will hold a closed session discussion relating to a performance evaluation of the Town Manager.

## 10. 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**

## **CASH DISBURSEMENTS REPORT**

FOR THE PERIOD OF  
**DECEMBER 1, 2018 - DECEMBER 31, 2018**

December 1, 2018 - December 31, 2018

Check Date	Pay Period End	DESCRIPTION	AMOUNT
12/14/18	12/09/18	Net Payroll - Direct Deposits & Checks	\$197,648.12
12/28/18	12/23/18	Net Payroll - Direct Deposits & Checks	\$156,069.32
<b>TOTAL NET WAGES PAYROLL</b>			<b>\$353,717.44</b>

**Accounts Payable**

PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.	\$298,584.02
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.	\$4,309,439.22
<b>TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE</b> (Detail attached)	<b><u>\$4,608,023.24</u></b>
<b>GRAND TOTAL CASH DISBURSEMENTS</b>	<b><u><u>\$4,961,740.68</u></u></b>

APPROVED BY:   
LAUREN GILL, TOWN MANAGER

APPROVED BY:   
GINA S. WILL, FINANCE DIRECTOR/TOWN TREASURER

TOWN OF PARADISE  
**CASH DISBURSEMENTS REPORT**

From Payment Date: 12/1/2018 - To Payment Date: 12/31/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
73190	12/03/2018	Open			Accounts Payable	ENTERPRISE FM TRUST	\$1,073.32		
73191	12/03/2018	Open			Accounts Payable	HONEYWELL, JANICE, J.	\$955.41		
73192	12/03/2018	Open			Accounts Payable	JEFFORDS, ROBERT, D.	\$478.07		
73193	12/03/2018	Open			Accounts Payable	MOORE, DWIGHT, L.	\$15,483.00		
73194	12/03/2018	Open			Accounts Payable	Santander Leasing LLC	\$43,842.21		
73195	12/03/2018	Open			Accounts Payable	SBA Monarch Towers III LLC	\$136.85		
73196	12/03/2018	Open			Accounts Payable	TIAA COMMERCIAL FINANCE, INC	\$1,177.03		
73197	12/03/2018	Open			Accounts Payable	WESTAMERICA BANK	\$3,084.03		
73198	12/05/2018	Open			Accounts Payable	Aflac	\$189.92		
73199	12/05/2018	Open			Accounts Payable	Met Life	\$8,613.86		
73200	12/05/2018	Open			Accounts Payable	OPERATING ENGINEERS	\$816.00		
73201	12/05/2018	Open			Accounts Payable	PARADISE POLICE OFFICERS	\$2,995.00		
73202	12/05/2018	Open			Accounts Payable	SUN LIFE INSURANCE	\$4,687.46		
73203	12/05/2018	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$704.04		
73204	12/05/2018	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT	\$150.00		
73205	12/06/2018	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$65.34		
73206	12/06/2018	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$250.00		
73207	12/06/2018	Open			Accounts Payable	ANIMAL HOSPITAL/VETMOBILE	\$41.00		
73208	12/06/2018	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$67.78		
73209	12/06/2018	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,150.72		
73210	12/06/2018	Open			Accounts Payable	AT&T MOBILITY	\$86.46		
73211	12/06/2018	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$296.42		
73212	12/06/2018	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$20.67		
73213	12/06/2018	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$2,599.88		
73214	12/06/2018	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER	\$1,113.56		
73215	12/06/2018	Open			Accounts Payable	BATTERIES PLUS	\$1,073.03		
73216	12/06/2018	Open			Accounts Payable	Biometrics4ALL, Inc	\$26.25		
73217	12/06/2018	Open			Accounts Payable	Butte County Public Health Dept - Health	\$87.00		
73218	12/06/2018	Open			Accounts Payable	COMCAST CABLE	\$258.16		
73219	12/06/2018	Open			Accounts Payable	COMCAST CABLE	\$78.16		
73220	12/06/2018	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$390.56		
73221	12/06/2018	Open			Accounts Payable	Eagle Security Systems	\$193.50		
73222	12/06/2018	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$1,500.00		
73223	12/06/2018	Open			Accounts Payable	ENTERPRISE FM TRUST	\$116.25		
73224	12/06/2018	Open			Accounts Payable	FasTrak Violation Processing Department	\$60.00		
73225	12/06/2018	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING	\$141.00		
73226	12/06/2018	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$129.31		

TOWN OF PARADISE  
**CASH DISBURSEMENTS REPORT**

From Payment Date: 12/1/2018 - To Payment Date: 12/31/2018

73227	12/06/2018	Open	Accounts Payable	HLP, INC / CHAMELEON SOFTWARE	\$3,840.00		
73228	12/06/2018	Open	Accounts Payable	IMPAC PAYMENTS IMPAC GOV	\$5,022.87		
73229	12/06/2018	Open	Accounts Payable	INLAND BUSINESS MACHINES	\$460.25		
73230	12/06/2018	Open	Accounts Payable	Interstate Sign Products, Inc	\$393.00		
73231	12/06/2018	Open	Accounts Payable	KNIFE RIVER CONSTRUCTION	\$719.93		
73232	12/06/2018	Open	Accounts Payable	KOEFRAH INDUSTRIES	\$500.00		
73233	12/06/2018	Open	Accounts Payable	L.N. CURTIS & SONS	\$418.28		
73234	12/06/2018	Open	Accounts Payable	Mt Shasta Spring Water Co., Inc	\$8.87		
73235	12/06/2018	Open	Accounts Payable	MUNICIPAL CODE CORP	\$399.00		
73236	12/06/2018	Open	Accounts Payable	MUNIMETRIX SYSTEMS CORP	\$39.99		
73237	12/06/2018	Open	Accounts Payable	North State Tire Co. Inc.	\$359.41		
73238	12/06/2018	Open	Accounts Payable	NORTH VALLEY BARRICADE, INC.	\$150.31		
73239	12/06/2018	Open	Accounts Payable	NORTHERN CALIFORNIA FENCE	\$532.04		
73240	12/06/2018	Open	Accounts Payable	NORTHGATE PETROLEUM CO	\$6,298.37		
73241	12/06/2018	Open	Accounts Payable	OFFICE DEPOT ACCT#36233169	\$162.42		
73242	12/06/2018	Open	Accounts Payable	PACIFIC GAS & ELECTRIC	\$187.73		
73243	12/06/2018	Open	Accounts Payable	PARADISE IRRIGATION DIST	\$3,178.53		
73244	12/06/2018	Open	Accounts Payable	PARADISE POST/NORTH VALLEY	\$70.39		
73245	12/06/2018	Open	Accounts Payable	PEERLESS BUILDING MAINT	\$1,110.00		
73246	12/06/2018	Open	Accounts Payable	PETERS RUSH HABIB & MCKENNA	\$962.17		
73247	12/06/2018	Open	Accounts Payable	Riebes Auto Parts	\$213.77		
73248	12/06/2018	Open	Accounts Payable	Shasta Builders' Exchange	\$99.00		
73249	12/06/2018	Open	Accounts Payable	SKYWAY PET HOSPITAL,	\$202.63		
73250	12/06/2018	Open	Accounts Payable	Spherion Staffing	\$688.68		
73251	12/06/2018	Open	Accounts Payable	TeleCheck Services, Inc.	\$35.53		
73252	12/06/2018	Open	Accounts Payable	THOMAS ACE HARDWARE - ENG.	\$29.71		
73253	12/06/2018	Open	Accounts Payable	THOMAS ACE HARDWARE - FIRE	\$27.08		
73254	12/06/2018	Open	Accounts Payable	Tri Flame Propane	\$86.05		
73255	12/06/2018	Open	Accounts Payable	Turenne, Andrea	\$102.00		
73256	12/06/2018	Open	Accounts Payable	UNIFORMS TUXEDOS & MORE	\$1,575.49		
73257	12/06/2018	Open	Accounts Payable	VERIZON WIRELESS	\$104.70		
73258	12/11/2018	Open	Accounts Payable	Branching Out Tree Service	\$12,747.70		
73259	12/11/2018	Open	Accounts Payable	Daniel Jerome Gibson	\$3,700.00		
73260	12/11/2018	Open	Accounts Payable	DAVID ROWE TREE SERVICE	\$2,625.00		
73261	12/11/2018	Open	Accounts Payable	Gallaway Enterprises	\$2,145.00		
73262	12/11/2018	Open	Accounts Payable	Gibson Tree Service	\$21,000.00		
73263	12/11/2018	Voided	Vendor lost/did not	12/20/2018	Accounts Payable	M&S Wesley Tree Service	\$10,875.00
73264	12/11/2018	Open	Accounts Payable	MIKE GOGGIA TREE SERVICE	\$11,200.00		
73265	12/11/2018	Open	Accounts Payable	MORGAN TREE SERVICE	\$45,844.00		
73266	12/11/2018	Open	Accounts Payable	Robert Tompkins Tree Service	\$24,702.95		
73267	12/11/2018	Open	Accounts Payable	The Tree Guy	\$23,175.00		

TOWN OF PARADISE  
**CASH DISBURSEMENTS REPORT**

From Payment Date: 12/1/2018 - To Payment Date: 12/31/2018

73268	12/11/2018	Open	Accounts Payable	TOM'S TREE SERVICE	\$29,750.00
73269	12/12/2018	Open	Accounts Payable	Home Loan/Bal of Insurance Proceeds	\$3,356.72
73270	12/12/2018	Open	Accounts Payable	Home Loan/Bal of Insurance Proceeds	\$36,925.00
73271	12/12/2018	Open	Accounts Payable	Home Loan/Bal of Insurance Proceeds	\$97,168.86
73272	12/12/2018	Open	Accounts Payable	Home Loan/Bal of Insurance Proceeds	\$220,238.03
73273	12/12/2018	Open	Accounts Payable	CalHome/Bal of Insurance Proceeds	\$8,643.29
73274	12/12/2018	Open	Accounts Payable	Home Loan/Bal of Insurance Proceeds	\$205,170.96
73275	12/12/2018	Open	Accounts Payable	CalHome/Bal of Insurance Proceeds	\$204,449.96
73276	12/12/2018	Open	Accounts Payable	Home Loan/Bal of Insurance Proceeds	\$7,100.00
73277	12/14/2018	Open	Accounts Payable	ICMA 457 - VANTAGEPOINT	\$500.00
73278	12/14/2018	Open	Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76
73279	12/18/2018	Open	Accounts Payable	Branching Out Tree Service	\$17,977.22
73280	12/18/2018	Open	Accounts Payable	Crossfire Tree & Vegetation Services	\$33,750.00
73281	12/18/2018	Open	Accounts Payable	Galloway Enterprises	\$1,209.00
73282	12/18/2018	Open	Accounts Payable	Gibson Tree Service	\$24,500.00
73283	12/18/2018	Open	Accounts Payable	M&S Wesley Tree Service	\$1,050.00
73284	12/18/2018	Open	Accounts Payable	MIKE GOGGIA TREE SERVICE	\$11,200.00
73285	12/18/2018	Open	Accounts Payable	MORGAN TREE SERVICE	\$63,000.00
73286	12/18/2018	Open	Accounts Payable	Robert Tompkins Tree Service	\$30,209.33
73287	12/18/2018	Open	Accounts Payable	The Tree Guy	\$39,900.00
73288	12/18/2018	Open	Accounts Payable	TOM'S TREE SERVICE	\$27,250.00
73289	12/19/2018	Open	Accounts Payable	Home Loan/Bal of Insurance Proceeds	\$180,333.00
73290	12/19/2018	Open	Accounts Payable	Home Loan/Bal of Insurance Proceeds	\$200,540.00
73291	12/19/2018	Open	Accounts Payable	Home Loan/Bal of Insurance Proceeds	\$66,665.28
73292	12/19/2018	Open	Accounts Payable	CalHome/Bal of Insurance Proceeds	\$71,100.00
73293	12/19/2018	Open	Accounts Payable	CDBG Loan/Bal of Insurance Proceeds	\$242,246.69
73294	12/19/2018	Open	Accounts Payable	Home Loan/Bal of Insurance Proceeds	\$305,010.00
73295	12/19/2018	Open	Accounts Payable	Home Loan/Bal of Insurance Proceeds	\$225,824.33
73296	12/19/2018	Open	Accounts Payable	Home Loan/Bal of Insurance Proceeds	\$87,992.00
73297	12/19/2018	Open	Accounts Payable	Home Loan/Bal of Insurance Proceeds	\$12,317.00
73298	12/19/2018	Open	Accounts Payable	CalHome/Bal of Insurance Proceeds	\$1,519.58
73299	12/19/2018	Open	Accounts Payable	RDA Loan/Bal of Insurance Proceeds	\$220,242.88
73300	12/19/2018	Open	Accounts Payable	CDBG Loan/Bal of Insurance Proceeds	\$159,921.01
73301	12/20/2018	Open	Accounts Payable	ACCESS INFORMATION PROTECTED	\$45.16
73302	12/20/2018	Open	Accounts Payable	ANDERSON, KATE	\$525.69
73303	12/20/2018	Open	Accounts Payable	Asbury Environmental Services	\$134.69
73304	12/20/2018	Open	Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,057.38
73305	12/20/2018	Open	Accounts Payable	Banner Communications	\$5,299.39
73306	12/20/2018	Open	Accounts Payable	CALIFORNIA STATE DEPARTMENT OF	\$1,535.00
73307	12/20/2018	Open	Accounts Payable	DEPARTMENT OF FORESTRY & FIRE	\$849,751.67
73308	12/20/2018	Open	Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$1,028.00



TOWN OF PARADISE

# CASH DISBURSEMENTS REPORT

From Payment Date: 12/1/2018 - To Payment Date: 12/31/2018

73309	12/20/2018	Open	Accounts Payable	Golden State Emergency Vehicle Service,	\$141.59			
73310	12/20/2018	Open	Accounts Payable	HARTMAN, SUSAN	\$561.23			
73311	12/20/2018	Open	Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV	\$661.77			
73312	12/20/2018	Open	Accounts Payable	Itierly, Harrison & Wanda	\$75.00			
73313	12/20/2018	Open	Accounts Payable	K-Gas, Inc.	\$5,799.39			
73314	12/20/2018	Open	Accounts Payable	KNIFE RIVER CONSTRUCTION	\$276.25			
73315	12/20/2018	Open	Accounts Payable	LOCATE PLUS CORPORATION	\$91.45			
73316	12/20/2018	Open	Accounts Payable	MARQUIS, JOSH	\$32.07			
73317	12/20/2018	Open	Accounts Payable	Meyers Police Canine Training	\$300.00			
73318	12/20/2018	Open	Accounts Payable	MJB WELDING SUPPLY, INC.	\$160.36			
73319	12/20/2018	Open	Accounts Payable	Mt Shasta Spring Water Co., Inc	\$12.94			
73320	12/20/2018	Open	Accounts Payable	Nor Cal Coatings, LLC	\$6,200.00			
73321	12/20/2018	Open	Accounts Payable	NORTHGATE PETROLEUM CO	\$15,066.82			
73322	12/20/2018	Open	Accounts Payable	OFFICE DEPOT ACCT#36233169	\$532.63			
73323	12/20/2018	Open	Accounts Payable	PARADISE POST/NORTH VALLEY	\$70.39			
73324	12/20/2018	Open	Accounts Payable	R & R Construction	\$5,450.00			
73325	12/20/2018	Open	Accounts Payable	RE CONSTRUCTION	\$440.00			
73326	12/20/2018	Open	Accounts Payable	Riebes Auto Parts	\$1,003.44			
73327	12/20/2018	Open	Accounts Payable	SAFEGUARD FIRE PROTECTION	\$937.26			
73328	12/20/2018	Open	Accounts Payable	Siratti	\$6,797.27			
73329	12/20/2018	Open	Accounts Payable	SUTPHEN CORPORATION	\$49.46			
73330	12/20/2018	Open	Accounts Payable	TeleCheck Services, Inc.	\$35.54			
73331	12/20/2018	Open	Accounts Payable	THOMAS ACE HARDWARE - ENG.	\$29.71			
73332	12/20/2018	Open	Accounts Payable	THOMAS ACE HARDWARE - POLICE	\$74.63			
73333	12/20/2018	Open	Accounts Payable	UNITED RENTALS, INC.	\$2,084.93			
73334	12/20/2018	Open	Accounts Payable	VALLEY CLINICAL & CONSULTING	\$450.00			
73335	12/20/2018	Open	Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$698.00			
73336	12/20/2018	Open	Accounts Payable	VERIZON WIRELESS	\$115.29			
73337	12/20/2018	Open	Accounts Payable	VERIZON WIRELESS	\$298.46			
73338	12/20/2018	Open	Accounts Payable	VERIZON WIRELESS	\$465.36			
73339	12/20/2018	Open	Accounts Payable	M&S Wesley Tree Service	\$10,875.00			
73340	12/26/2018	Voided/Spoiled	Printer Error	12/26/2018	Converted/Imported	\$0.00	\$0.00	\$0.00
73341	12/26/2018	Voided/Spoiled	Printer Error	12/26/2018	Converted/Imported	\$0.00	\$0.00	\$0.00
73342	12/26/2018	Voided/Spoiled	Printer Error	12/26/2018	Converted/Imported	\$0.00	\$0.00	\$0.00
73343	12/26/2018	Voided/Spoiled	Printer Error	12/26/2018	Converted/Imported	\$0.00	\$0.00	\$0.00
73344	12/26/2018	Voided/Spoiled	Printer Error	12/26/2018	Converted/Imported	\$0.00	\$0.00	\$0.00
73345	12/26/2018	Voided/Spoiled	Printer Error	12/26/2018	Converted/Imported	\$0.00	\$0.00	\$0.00
73346	12/26/2018	Voided/Spoiled	Printer Error	12/26/2018	Converted/Imported	\$0.00	\$0.00	\$0.00
73347	12/26/2018	Voided/Spoiled	Printer Error	12/26/2018	Converted/Imported	\$0.00	\$0.00	\$0.00
73348	12/26/2018	Voided/Spoiled	Printer Error	12/26/2018	Converted/Imported	\$0.00	\$0.00	\$0.00
73349	12/26/2018	Voided/Spoiled	Printer Error	12/26/2018	Converted/Imported	\$0.00	\$0.00	\$0.00

TOWN OF PARADISE  
**CASH DISBURSEMENTS REPORT**

From Payment Date: 12/1/2018 - To Payment Date: 12/31/2018

73350	12/26/2018	Voided/Spolied	Printer Error	12/26/2018	Converted/Imported		\$0.00	\$0.00	\$0.00
73351	12/26/2018	Voided/Spolied	Printer Error	12/26/2018	Converted/Imported		\$0.00	\$0.00	\$0.00
73352	12/26/2018	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$1,050.81		
73353	12/26/2018	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$135.56		
73354	12/26/2018	Open			Accounts Payable	Biometrics4ALL, Inc	\$5.25		
73355	12/26/2018	Open			Accounts Payable	Branching Out Tree Service	\$8,414.69		
73356	12/26/2018	Open			Accounts Payable	COPWARE, INC.	\$615.00		
73357	12/26/2018	Open			Accounts Payable	CRITICAL REACH, INC	\$285.00		
73358	12/26/2018	Open			Accounts Payable	DAVID ROWE TREE SERVICE	\$4,237.50		
73359	12/26/2018	Open			Accounts Payable	DAY WIRELESS SYSTEMS -	\$125.00		
73360	12/26/2018	Open			Accounts Payable	ENLÖE MEDICAL CENTER, INC.	\$3,000.00		
73361	12/26/2018	Open			Accounts Payable	ENTENMANN-ROVIN COMPANY	\$193.28		
73362	12/26/2018	Open			Accounts Payable	Entersect	\$84.95		
73363	12/26/2018	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV	\$4,563.05		
73364	12/26/2018	Open			Accounts Payable	K-Gas, Inc.	\$2,340.33		
73365	12/26/2018	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$500.00		
73366	12/26/2018	Open			Accounts Payable	L.N. CURTIS & SONS	\$9,357.56		
73367	12/26/2018	Open			Accounts Payable	M&S Wesley Tree Service	\$37,150.00		
73368	12/26/2018	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$1,367.89		
73369	12/26/2018	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$941.32		
73370	12/26/2018	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$725.00		
73371	12/26/2018	Open			Accounts Payable	PESTICIDE APPLICATORS PROF	\$90.00		
73372	12/26/2018	Open			Accounts Payable	Stratfi	\$664.42		
73373	12/27/2018	Open			Accounts Payable	Home Loan/Bal of Insurance Proceeds	\$80,934.43		
73374	12/27/2018	Open			Accounts Payable	CalHome/Bal of Insurance Proceeds	\$7,525.00		
73375	12/27/2018	Open			Accounts Payable	BHS Loan/Bal of Insurance Proceeds	\$138,317.00		
73376	12/28/2018	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$500.00		
73377	12/28/2018	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
Type Check Totals:						188 Transactions	\$4,339,860.02	\$0.00	\$0.00
<u>EFT</u>									
807	12/05/2018	Open			Accounts Payable	CALPERS	\$118,215.03		
808	12/14/2018	Open			Accounts Payable	CALPERS - RETIREMENT	\$30,819.24		
809	12/14/2018	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT	\$14,257.07		
810	12/14/2018	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$4,880.37		
811	12/14/2018	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$41,924.72		
812	12/28/2018	Open			Accounts Payable	CALPERS - RETIREMENT	\$29,278.49		
813	12/28/2018	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT	\$8,234.57		
814	12/28/2018	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$4,548.57		
815	12/28/2018	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$26,880.16		
Type EFT Totals:						9 Transactions	\$279,038.22		
AP - US Bank TOP AP Checking Totals									

TOWN OF PARADISE  
**CASH DISBURSEMENTS REPORT**

From Payment Date: 12/1/2018 - To Payment Date: 12/31/2018

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	175	\$4,328,985.02	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	13	\$10,875.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>188</b>	<b>\$4,339,860.02</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	9	\$279,038.22	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>9</b>	<b>\$279,038.22</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	184	\$4,608,023.24	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	13	\$10,875.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>197</b>	<b>\$4,618,898.24</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	175	\$4,328,985.02	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	13	\$10,875.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>188</b>	<b>\$4,339,860.02</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	9	\$279,038.22	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>9</b>	<b>\$279,038.22</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	184	\$4,608,023.24	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	13	\$10,875.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>197</b>	<b>\$4,618,898.24</b>	<b>\$0.00</b>





**TOWN OF PARADISE  
Council Agenda Summary  
Date: January 8, 2019**

**Agenda No. 2(b)**

**ORIGINATED BY:** John Messina, Fire Chief  
**REVIEWED BY:** Lauren Gill, Town Manager  
**SUBJECT:** Donation to the Paradise Fire Department from DirectRelief.

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**COUNCIL ACTION REQUESTED:** Accept the donation of a 2018 Dodge Ram 2500 pickup with code 3 package, radio, camper shell, and command box estimated at \$70,000; and, two sets of Holmatro extrication/rescue tools estimated valued \$42,000 and two “BlowHard” fans firefighting equipment estimated at \$8,000 from “Direct Relief” (directrelief.org) to the Town of Paradise Fire Department. The total estimated value of all items is approximately \$120,000.

**Background:** On November 8, 2018 Town of Paradise experienced the most destructive fire in our California’s history, the Camp Fire killed 86 people, many who lived in Paradise and damaged or destroyed 14,888 structures (10,764 single family residential) within Paradise. On December 5, 2018, the Fire Department was approached by a worldwide, active in all 50 states and 80 countries, relief organization with roots in Santa Barbara. DirectRelief offered to provide a command vehicle and firefighting equipment to the Paradise Fire Department to help assist with future emergencies that may develop because or relate to the Camp Fire. Specifically, DirectRelief offered to make the direct purchase of a new Chief Officer command vehicle, Dodge Ram 2500 to include code 3 package, radio, camper shell and command box. In addition, DirectRelief will be providing two sets of Holmatro extrication/rescue equipment (JAWS of Life) and two “BlowHard” fans used to exhaust smoke from structures. These firefighting tools will be placed in service on E81 & E82.

**Discussion:** Town Council Resolution No. 96-17 provides for the formal presentation and acceptance of donations made to the Town of Paradise at a public meeting. The process provides a tax record for the citizen or organization as well as clear direction to the finance director to deposit such donations to specific accounts as requested by donor(s).

As such, the Council is requested to accept the command vehicle, extrication equipment and exhaust fans with an estimated value of \$120,000 as a donation from DirectRelief. To accept ownership of the 2018 Dodge Ram command vehicle the Council authorizes Town staff to complete ownership paperwork with the dealer relating to the vehicles.

Following the purchase of all items, a final accounting of the donation will be provided to Town staff and council.

**Fiscal Impact Analysis:** The donation of a vehicle and equipment will increase the assets of fire department by approximately \$120,000.00.



**Town of Paradise  
Council Agenda Summary  
Date: January 8, 2019**

**Agenda Item: 2(c)**

**Originated by:** Gina Will, Administrative Services Director  
**Reviewed by:** Lauren Gill, Town Manager  
**Subject:** Camp Fire Donations

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**Council Action Requested:**

Accept the various private citizen and business donations offered to the Town of Paradise in the amount of \$237,440.38

**Alternatives:**

Do not accept the donations.

**Background:**

According to Town Resolution #96-17, donations shall be offered directly to the Town Council for acceptance, whenever the donor proposes to restrict the use of the money for a specific purpose.

**Discussion:**

The Town has received generous donations from various citizens and businesses to support the Town's efforts to maintain services and support community recovery from the 2018 Camp Fire. A schedule of donations is attached for Town Council review. These donations can also count toward the matching requirement of the public assistance Cal OES and FEMA claims.

**Fiscal Analysis:**

The monies have been placed in the appropriate fund according to the desired use of the donor as follows:

<b>Fund</b>	<b>Description</b>	<b>Amount</b>
7815	Town of Paradise General Donations	\$230,819.38
7810	Fire Department Misc. Donations	3,852.00
7811	Animal Control Misc. Donations	2,769.00
Totals		\$237,440.38

The monies will be budgeted and approved for use by the Town Council in upcoming budgets.



# Detail General Ledger Report

G/L Date Range 11/01/18 - 12/31/18

Exclude Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Credit Amount	Actual Balance
G/L Account Number	<b>7815.00.0000.3690.100 Donations - Camp Fire 2018 Miscellaneous</b>					Balance To Date:	\$0.00
12/03/2018	2019-00000487	JE	GL	Reclass donation from Jeanette Baggot - Help to fellow neighbor EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018	Jeanette Baggot	35.00	(35.00)
12/03/2018	2019-00000488	JE	GL	reclass donation from Neil Walter - Merry Christmas EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018	Neil Walter	25.00	(60.00)
12/03/2018	2019-00000489	JE	GL	reclass donation from Ocean Bounty LTD-Help any of your EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018	Ocean Bounty LTD	100.00	(160.00)
12/03/2018	2019-00000490	JE	GL	reclass Golden State Fire Apparatus, Inc-Camp Fire 2018 EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018	Golden State Fire Apparatus, Inc	5,000.00	(5,160.00)
12/03/2018	2019-00000490	JE	GL	reclass Golden State Fire Apparatus, Inc-Camp Fire 2018 EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018	Golden State Fire Apparatus-Employees	401.00	(5,561.00)
12/07/2018	2019-00000530	JE	RA	Revenue Collection Payment Post	Peter Dalton	123.28	(5,684.28)
12/13/2018	2019-00000486	JE	RA	Revenue Collection Payment Post EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018 (Revenue)	Liberty Mutural Group, Inc	20,000.00	(25,684.28)
12/13/2018	2019-00000486	JE	RA	Revenue Collection Payment Post EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018 (Revenue)	Ward Habriel	5.10	(25,689.38)
12/18/2018	2019-00000499	JE	RA	Revenue Collection Payment Post	Pacific Gas & Electric	200,000.00	(225,689.38)
12/27/2018	2019-00000524	JE	RA	Revenue Collection Payment Post	Ann Wamser-Smith, Lyle Smith	50.00	(225,739.38)
12/27/2018	2019-00000524	JE	RA	Revenue Collection Payment Post	Anonymous	80.00	(225,819.38)
12/31/2018	2019-00000529	JE	RA	Revenue Collection Payment Post	City of Fallen	5,000.00	(230,819.38)



# Detail General Ledger Report

G/L Date Range 11/01/18 - 12/31/18

Exclude Sub Ledger Detail

Exclude Accounts with No Activity

Account	<b>Donations - Camp Fire 2018 Miscellaneous</b>	Totals	\$230,819.38	(\$230,819.38)
Program	<b>Non Program Activity</b>	Totals	\$230,819.38	
Department	<b>Non Department Activity</b>	Totals	\$230,819.38	
Fund	<b>General Fund</b>	Totals	\$230,819.38	

G/L Account Number	7810.35.0000.3690.100	Donations - Camp Fire 2018 Miscellaneous	Balance To Date:	\$0.00
12/13/2018	2019-00000486	JE RA Revenue Collection Payment Post Ted & Virginia Good EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018 (Revenue)	100.00	(100.00)
12/13/2018	2019-00000486	JE RA Revenue Collection Payment Post Jim & Holly Hedblom EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018 (Revenue)	1,000.00	(1,100.00)
12/13/2018	2019-00000524	JE RA Revenue Collection Payment Post Charles & Ellen Alpaugh	100.00	(1,200.00)
12/13/2018	2019-00000524	JE RA Revenue Collection Payment Post Ken Quinn	32.00	(1,232.00)
12/13/2018	2019-00000524	JE RA Revenue Collection Payment Post Broad Brook Congregational Church	75.00	(1,307.00)
12/13/2018	2019-00000524	JE RA Revenue Collection Payment Post Mickie Dana	1,000.00	(2,307.00)
12/13/2018	2019-00000524	JE RA Revenue Collection Payment Post Athena Vol Fire Dept	1,000.00	(3,307.00)
12/27/2018	2019-00000524	JE RA Revenue Collection Payment Post Ruth Paradise	25.00	(3,332.00)
12/27/2018	2019-00000524	JE RA Revenue Collection Payment Post Anonymous	520.00	(3,852.00)

Account	<b>Donations - Camp Fire 2018 Miscellaneous</b>	Totals	\$3,852.00	(\$3,852.00)
Program	<b>Non Program Activity</b>	Totals	\$3,852.00	
Department	<b>Fire</b>	Totals	\$3,852.00	
Fund	<b>Fire Dept Misc Donations</b>	Totals	\$3,852.00	

G/L Account Number	7811.30.4540.3690.100	Donations - Camp Fire 2018 Miscellaneous	Balance To Date:	\$0.00
12/13/2018	2019-00000486	JE RA Revenue Collection Payment Post Freeport Baker, Inc EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018 (Revenue)	2,686.00	(2,686.00)
12/27/2018	2019-00000524	JE RA Revenue Collection Payment Post Mrs Alvin Talberg	83.00	(2,769.00)





# Detail General Ledger Report

G/L Date Range 11/01/18 - 12/31/18

Exclude Sub Ledger Detail

Exclude Accounts with No Activity

Account	<b>Donations - Camp Fire 2018 Miscellaneous</b>	Totals	\$2,769.00	(\$2,769.00)
Program	<b>Police - Animal Control</b>	Totals	\$2,769.00	
Department	<b>Police</b>	Totals	\$2,769.00	
Fund	<b>Animal Control Misc Donations</b>	Totals	\$2,769.00	
	Grand Totals		\$237,440.38	



**Town of Paradise  
Council Agenda Summary  
January 8, 2019**

**Agenda Item: 2(d)**

**Originated by:** Gina Will, Administrative Services Director

**Reviewed By:** Lauren Gill, Town Manager

**Subject:** Approve/Ratify Contracts associated with the Camp Fire

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**Council Action Requested:**

1. Approve/Ratify Town of Paradise contracts with numerous entities providing services associated with the Camp Fire Emergency. A list of contracts is attached.

**Background:**

Due to the Camp Fire, the Town of Paradise activated a high level Emergency Operation Center (EOC) starting on Thursday, November 8, 2018. Due to the severity of the event and the extent of the devastation, the resources required to respond quickly grew to require an additional response over and above the Town's personnel. Resources were gained through a variety of means, including but not limited to Mutual Aid Agreements, Emergency Response protocols, emergency contracts, etc.

**Discussion:**

To assist with recovery, it was necessary to hire outside services quickly and then request Town Council ratify the contracts. Due to public health and safety concerns, these were services that needed to be utilized prior to the Town being repopulated. In accordance with the emergency authority previously provided, these services were procured and now staff is requesting that Council approve them.

These contracts are available for review upon request in the Town Clerk's office.

**Fiscal Impact Analysis:**

All of these services are eligible for reimbursement under the CAL OES and FEMA public assistance grant programs.

## **Contracts**

Pacific Gas & Electric and the Town of Paradise  
General Purpose: Security Services

Crossfire Tree and Vegetation Services Inc.  
3254 Indian Springs Road  
Paradise, CA 95969  
Phone Number: 530-228-1697  
General Purpose: Tree Services

M & S Wesley Tree Service  
Marc Wesley, Owner/Operator  
1112 Mangrove Avenue  
Chico, CA 95926  
Phone Number: 530-343-6809  
General Purpose: Tree Service

Branching Out Tree Care  
963 Palmetto Ave.  
Chico, CA 95926  
Phone Number: 530-354-4285  
General Purpose: Tree Service

David Rowe Tree Service  
Tree Trimming and Removal  
535 Lavender Lane  
Paradise, CA 95969  
Phone Number: 530-877-1829  
General Purpose: Tree Service

Gallaway Enterprises a California Corporation  
Kevin Sevier  
117 Meyers Street, Ste 120  
Chico, CA 95928  
Phone Number: 530-332-9909  
General Purpose: Arborist/Forester Services

M&S Wesley Tree Service  
Marc Wesley, Owner Operator  
1112 Mangrove Avenue  
Chico, CA 95926  
Phone Number: 530-343-6809  
General Purpose: Arborist/Forester Service

Peters, Habib, McKenna, Juhl-Rhodes & Cardoza  
Phone Number: 530-342-3593  
General Purpose: Law Services

Daniel Gibson, Owner Operator  
One Hidden Grove Court  
Chico, CA 95926  
Phone Number: 530-864-5001  
General Purpose: Arborist/Forester Services

Gibson Tree Service  
61 Freeman Road  
Oroville, CA 95966  
Phone Number: 530-712-7894  
General Purpose: Tree Services

Robert Tompkins Tree Service  
2240 St. Georg Ln. Ste. 3  
Chico, CA 95926  
Phone Number: 530-828-8605  
General Purpose: Tree Service

Mike Goggia Tree Service  
P.O. Box 1112  
Magalia, CA 95954  
Phone Number: 530-873-9754  
General Purpose: Tree Service

Morgan Tree Service  
P.O. Box 5306  
Oroville, CA 95966  
Phone Number: 530-877-4999  
General Purpose: Arborist/Forester Services

Tom Gomez dba Tom's Tree Service & Shawn Gomez  
P.O. Box 2495  
Paradise, CA 95967  
Phone Number: 530-520-8733/530-592-7820  
General Purpose: Arborist/Forester Service

Greg Liu dba Tree Guy  
6079 Mason Ct  
Magalia, CA 95954  
Phone Number: 530-873-6553 / 530-520-9270  
General Purpose: Arborist/Forester Service

Wineland Walnut Inc.  
9009 River Road  
Chico, CA 95928  
Phone Number: 530-345-4012  
General Purpose: Arborist/Forester Service

Dino Visinoni dba Visinoni Brothers Construction  
951 American Way  
Paradise, CA 95969  
Phone Number: 530-877-3071  
General Purpose: Emergency Road and Culvert Repair near Greg's Way

T and S DBVE Inc.  
P.O. Box 608  
Anderson, CA 96007  
Phone Number: 530-639-9987  
General Purpose: General Engineering Contractor to Replace road Signs

Visinoni Brothers Construction, a General Contractor  
951 American Way  
Paradise, Ca 95969  
Phone Number: 530-877-3071  
General Purpose: Emergency Road and Culvert Repair at Wagstaff Road, Clark Road and Dolores Drive

Visinoni Brothers Construction, a General Contractor  
951 American Way  
Paradise, CA 95969  
Phone Number: 530-877-3071  
General Purpose: Emergency Road and Culvert Repair to 4804 Nunneley and Woodglen Drive

Omni Pipeline, a General Contractor  
David Byrne  
P.O. Box 9  
Red Bluff, CA 96080  
General Purpose: Emergency Road and Culvert Repair on Pearson Road Between College Hill Road and Scottwood Road (Pearson Culvert)

Peerless Janitorial  
Terry Tuttle  
[peerlessnorth@spcglobal.net](mailto:peerlessnorth@spcglobal.net)  
General Purpose: Janitorial Services

Stratti  
Sandi Linville  
2080 Talbert Drive  
Chico, CA 95928  
Phone Number: 530-342-8999  
General Purpose: IT Services

Apex Fence Co.  
David Palmer  
P.O. Box 545  
Anderson CA 96007  
General Purpose: Installation of Metal Guard Rail at four locations: Skyway (east and west bound), Clark Road, Pearson Road at the intersection of Almond Street and Elliot Road



**TOWN OF PARADISE  
Council Agenda Summary  
Date: January 8, 2019**

**Agenda No. 2(e)**

**ORIGINATED BY:** Marc Mattox, Assistant Town Manager / Public Works Director

**REVIEWED BY:** Lauren Gill, Town Manager

**SUBJECT:** Skyway/Black Olive Signalization Approval of Plans,  
Specifications & Estimates and Advertisement for Bids

**COUNCIL ACTION REQUESTED:**

1. Adopt Resolution No. 19-\_\_\_, A Resolution of the Town Council of the Town of Paradise approving the plans and specifications for the Skyway/Black Olive Signalization and authorizing advertisement for bids on the project.

**Background:**

In 2015, the Town of Paradise procured Federal funding for one Highway Safety Improvement Program project, the signalization of the Skyway at Black Olive Drive intersection (Project). The purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads that focuses on performance. The subject project grant agreement was approved by Town Council on April 12, 2016 for the receipt of \$470,900 in Federal-Aid.

On April 12, 2016, Town Council approved Program Supplement Agreement No. F016 for Project HSIPL-5425 (035) to assure receipt of \$470,900 in Federal funds for the project.

In late 2016, Paradise Town Council awarded a contract to Traffic Works for the professional services to design the Skyway/Black Olive Signal.

During the Project design phase, it was estimated construction costs had increased the Project's construction phase to be under budget. In response, the Town of Paradise requested additional funding to bring the project total to \$604,000 at 100% HSIP funding. This request was approved by Caltrans.

Following completion of signal design in late 2017, a need for a five-foot by fifteen-foot easement at the southwest corner of the Skyway and Black Olive Drive was identified. This easement is required to facilitate the installation of a signal pole and foundation.

On February 13, 2018, Paradise Town Council awarded a contract to Bender Rosenthal Incorporated to prepare and facilitate the easement acquisition. Final escrow closed on September 25, 2018.

**Analysis:**

With Council approval of the plans and specifications and authorization to advertise for bids relating to the Project, staff proposes the following schedule:

Approve PS&E: January 8, 2019

Advertise for bid: January – February 2019  
Award Contract: February 2019  
Construction: Spring-Summer 2019

The plans and specifications for the Project are on file in the Public Works office for review.

**Financial Impact:**

The Skyway-Black Olive signal is 100% funded in design and construction phases. Currently, \$539,000 in Federal Highway Safety Improvement Program funds are allocated to the project. A full financial breakdown will be provided at the time of contract award.

**TOWN OF PARADISE  
RESOLUTION NO. 19-\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
PARADISE APPROVING THE PLANS, SPECIFICATIONS AND  
ESTIMATES FOR SKYWAY/BLACK OLIVE SIGNALIZATION AND  
AUTHORIZING ADVERTISEMENT FOR BIDS ON THE PROJECT.**

**WHEREAS,** the Town of Paradise has received a \$604,030 allocation of Highway Safety Improvement Program funds; and,

**WHEREAS,** the purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads; and,

**WHEREAS,** the 2015 Caltrans grant award to the Town requires specific countermeasures to be implemented which address actual historical collision data and trends; and,

**WHEREAS,** the Skyway/Black Olive Signalization (Project) is consistent in scope with the approved grant award by installing a four-way traffic signal.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE AS FOLLOWS:**

**Section 1.** The design, plans, specifications and estimates for the Skyway/Black Olive Signalization Project, described in the Town Council Agenda Summary for this Resolution are hereby approved.

**Section 2.** The Town Public Works Department is authorized to advertise for bids the Skyway/Black Olive Signalization Project.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 8<sup>th</sup> day of January 2019, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

By: \_\_\_\_\_  
Jody Jones, Mayor

ATTEST:

\_\_\_\_\_  
Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Dwight L. Moore, Town Attorney





**TOWN OF PARADISE**  
**Council Agenda Summary**  
**Date: January 8, 2019**

**Agenda No.2(f)**

**ORIGINATED BY:** Marc Mattox, Assistant Town Manager

**REVIEWED BY:** Lauren Gill, Town Manager

**SUBJECT:** Underground District 16-2 Easement Acquisitions

**COUNCIL ACTION REQUESTED:**

1. Adopt Resolution No. 19-\_\_\_, A Resolution of the Town Council of the Town of Paradise authorizing the acquisition of grants of easements and payments relating thereto for the Underground Utility District 16-2.

**Background:**

The California Public Utilities Commission (CPUC) created Rule 20A to establish a mechanism to fund the undergrounding of existing overhead utility facilities. The impetus behind the creation of Rule 20A was from cities and counties desiring to improve the safety and aesthetic appearance of main thoroughfares. Funds to pay for the undergrounding are generated from a portion of the utility rates paid by the customer. For an entity such as the Town of Paradise, the total allocation of funds is based upon the number of utility services within the Town's jurisdiction.

Once a Rule 20A underground district is formed, Chapter 13.12 of the Paradise Municipal Code requires that all electrical installations in connection with new structures and major remodeling of existing structures must be undergrounded in accordance with applicable code requirements. When the undergrounding of existing overhead utilities is ordered, a portion of the Rule 20A funds are used for the provision of underground electric service to each affected property. Pacific Gas and Electric (PG&E) will be responsible to install the conduit and termination box on, under or within any structure on all premises served. Telephone and cable television underground services are provided in accordance with current rules and procedures on file with the CPUC.

On November 7, 2016, Paradise Town Council adopted a resolution creating Underground District 16-2. Underground District 16-2 encompasses Almond Street between Pearson Road and Elliott Road, Black Olive Drive between Pearson Road and Cedar Street, Foster Road between Pearson Road and Skyway, Birch Street between Skyway and Black Olive Drive, and Fir Street between Skyway and Almond Street. This undergrounding project is in accordance with the provisions of the CPUC Rule 20A and Chapter 13.12 Overhead Utility Removal and Underground Installation.

Undergrounding services in this project area will also improve power reliability, safety and aesthetics. With this District, all impacted facilities would be required to be undergrounded by July 31, 2019, to coincide with the construction of the Almond Street Multi-Modal Improvements and Paradise Gap Closure Complex projects, a comprehensive effort for pedestrian, bicycle, lighting and road rehabilitation improvements.

**Analysis:**

Following creation of Underground District 16-2, staff began working with PG&E, the lead implementation utility, to complete the project design. Following months of coordination with other affected utilities and property owners, PG&E identified five permanent easements needed, involving four property owners. Permanent easements were necessitated by the configuration of several properties served along private driveways and cannot be accessed from the public right-of-way directly to the customer panel. This means property owners will be granting the Town easements for the same trench their own utility lines will be installed in and include their neighbor's utility lines, also.

Professional valuations were prepared for each acquisition and summarized below:

5691 Almond Street,	750 SF @ 6.50/SF	=	\$4,900 (rounded)
5875 Almond Street,	874 SF @ \$8.00/SF	=	\$7,000 (rounded)
5847 Almond Street,	225 SF @ \$12.00/SF	=	\$2,700
721 Fir Street,	740 SF @ \$8.50/SF	=	\$6,300 (rounded)
703 Fir Street,	375 SF @ \$11.00/SF	=	\$4,200 (rounded)

A copy of each easement package including mapping and descriptions can be found in Attachment A to this staff report.

**Financial Impact:**

This underground project is funded using Rule 20A work credits, an electric tariff filed with the CPUC. The original estimate for the District was \$3,800,000. Current construction estimates are nearing \$5,000,000 and funding will continue to come from existing R20A credits. It is possible the cost increase for the district as a whole could create a funding shortfall for Underground District 16-1 Skyway, however, when this District moves forward, additional credits could be requested from Butte County or borrowed from future allocations from PG&E.

Separately, one of few items which cannot be paid for by R20A credits is compensation for easement acquisitions. With this in mind, staff budgeted \$45,800 of Transit funding in the 2018/19 Capital Improvement Plan. The total cost for the five easement acquisitions is \$25,100 with minor costs expected for processing and recording.

**TOWN OF PARADISE  
RESOLUTION NO. 19-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE  
TOWN OF PARADISE AUTHORIZING GRANTS OF EASEMENTS  
AND PAYMENTS RELATING THERETO**

**WHEREAS**, the Town has negotiated four grants of easements that are necessary to implement Underground Utility District 16-2; and

**WHEREAS**, the Town and the Property Owners associated with the grants of easements have agreed to the terms regarding the conveyance of such easements by the Property Owners to the Town.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Paradise as follows:

**Section 1.** The Town Council authorizes the acquisition of the attached grants of easements relating to Underground Utility District 16-2:

1. Grantor: Michael P. Gaukel and Jacqueline L. Gaukel, Trustees of the Gaukel Living Trust dated June 14, 2000. Compensation for the grant of easement shall be \$4,900.
2. Grantor: Victor Beller, an unmarried man. Compensation for the grant of easement shall be \$4,200.
3. Grantor: Sophia N. Corbett, Trustee of the Sophia N. Corbett Revocable Inter Vivos Trust initially created on May 26, 1998. Compensation for the two grants of easements shall be \$7,000 and \$2,700.
4. Grantor: Thomas A. Blodget, a married man as his sole and separate property. Compensation for the grant of easement shall be \$6,300.

**Section 2.** The Town Manager and the Assistant Town Manager are authorized to take whatever action is necessary to accept the above grants of easements.

**PASSED AND ADOPTED** by the Paradise Town Council of the Town of Paradise, County of Butte, State of California, on this 8<sup>th</sup> day of January 8, 2019, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

\_\_\_\_\_  
Jody Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Dina Volenski, CMC, Town Clerk

\_\_\_\_\_  
DWIGHT L. MOORE, Town Attorney

**EXHIBIT A**

Attachment A  
Underground District Easement Acquisitions

**A Portion of AP No. 052-141-001 & 005**

**After Recording Return to:**

Town of Paradise  
Town Clerk  
5555 Skyway  
Paradise, CA 95969

A GOVERNMENTAL ENTITY ACQUIRING TITLE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

"No Fee Required" (Govt. Code sec 6103 & 27383 & R & T Code 11922) Recorded for the benefit of the Town of Paradise

Authorized Representative : \_\_\_\_\_

**GRANT OF EASEMENT**

For value received: Sophia N. Corbett, Trustee of the Sophia N. Corbett Revocable Inter Vivos Trust, initially created on May 26, 1998

**GRANTS TO THE TOWN OF PARADISE**

All that real property situate in the Town of Paradise, County of Butte, State of California, and being an Easement for Public Utilities and Appurtenances, in, on, over, under and across the following described parcel of land.

**SEE EXHIBIT "A" and "B" ATTACHED**

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

Sophia N. Corbett Revocable Inter  
Vivos Trust  
Sophia N. Corbett, Trustee

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 \_\_\_\_\_, 2018, Before Me, \_\_\_\_\_ Notary Public

Personally Appeared \_\_\_\_\_

personally known to me (or proved to me on the basis of satisfied 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 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 \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL I**

All that real property situate in the Town of Paradise, being a portion of the lands described in that certain QUITCLAIM DEED from SOPHIA N. CORBETT to SOPHIA N. CORBETT, as Trustee of the SOPHIA N. CORBETT REVOCABLE INTER VIVOS TRUST, recorded on May 26, 1998 as Document 1998-0021420, Official Records of Butte County, more particularly described as:


**Beginning** at the most southerly corner of said QUITCLAIM DEED, also being a point on the westerly right of way of Almond Street; thence along the southerly line of said QUITCLAIM DEED North 66°08'50" West a distance of 174.90 feet to the most westerly corner of said QUITCLAIM DEED; thence along the westerly line of said QUITCLAIM DEED North 24°00'00" East a distance of 5.00 feet to a line parallel with and lying 5.00 feet northerly, measured at right angles, from said southerly line; thence leaving said westerly line and along said parallel line, South 66°08'50" East a distance of 174.90 feet to a point on said right of way line; thence along said right of way line South 24°00'00" West a distance of 5.00 feet to the **Point of Beginning**.

Containing 874square feet or 0.02 acres, more or less.

Assessor's Parcel Number: 052-141-001

Bearings used in the above description are based on Town of Paradise control titled "Town of Paradise Grid to Ground Conversion". Ground distances shown are in U.S. Survey Feet.

This real property description has been prepared at Mark Thomas, by me, or under my direction, in conformance with the Professional Land Surveyors Act.

  
\_\_\_\_\_  
Brandon Benton, LS 8679

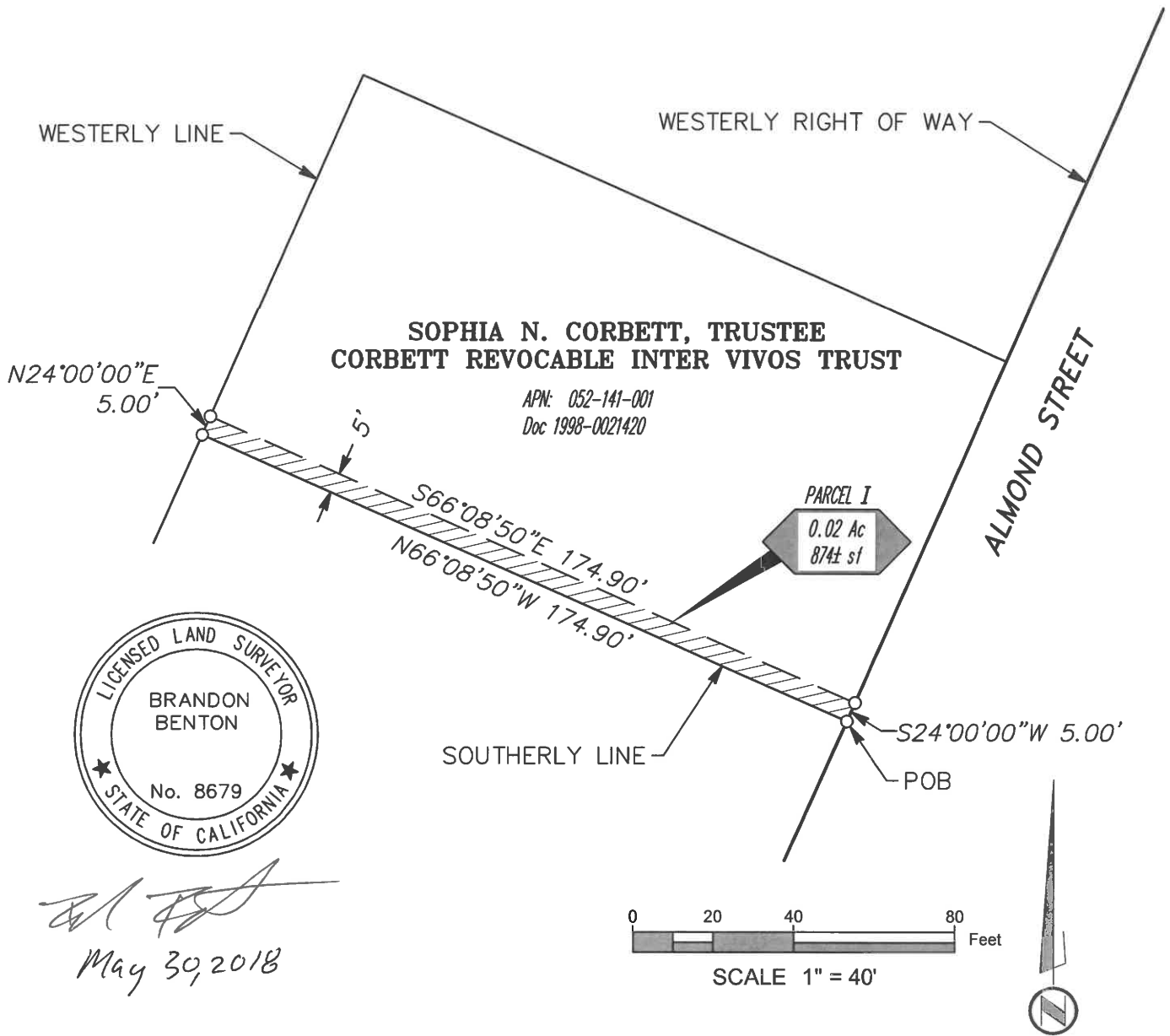


May 30, 2018  
\_\_\_\_\_  
Date

**Attachment A**  
**Underground District Easement Acquisitions**


**LEGEND**

- POB POINT OF BEGINNING
- DIMENSION POINT
- ▨ PARCEL TO BE TRANSFERRED



BEARINGS USED IN THE ABOVE DESCRIPTION ARE BASED ON TOWN OF PARADISE CONTROL TITLED "TOWN OF PARADISE GRID TO GROUND CONVERSION". GROUND DISTANCES SHOWN ARE IN U.S. SURVEY FEET.

**SHEET 1 OF 2**

  
**MARK THOMAS**  
 Scale: 1" = 40'  
 Date May, 2018  
 Drawn By MSW  
 Checked By BB

**Exhibit B**  
**APN 052-141-001**  
**Plat to Accompany Legal Description**  
**In the City of Paradise**  
**Butte County, California**

31

## Parcel Map Check Report

<b>Client:</b>	<b>Prepared by:</b>
Client	Preparer
Client Company	Your Company Name
Address 1	123 Main Street
Date: 5/30/2018 11:03:40 AM	

---

Parcel Name: Site 1 - 052-141-001-000

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: True

North:2,401,999.9904' East:6,667,562.1585'

Segment# 1: Line

Course: N66°08'50"W Length: 174.90'

North: 2,402,070.7178' East: 6,667,402.1971'

Segment# 2: Line

Course: N24°00'00"E Length: 5.00'

North: 2,402,075.2856' East: 6,667,404.2308'

Segment# 3: Line

Course: S66°08'50"E Length: 174.90'

North: 2,402,004.5581' East: 6,667,564.1922'

Segment# 4: Line

Course: S24°00'00"W Length: 5.00'

North: 2,401,999.9904' East: 6,667,562.1585'

Perimeter: 359.80' Area: 874.50Sq.Ft.

Error Closure: 0.0000 Course: N0°00'00"E

Error North : 0.00000 East: 0.00000

Precision 1: 359,800,000.00



**LEGAL DESCRIPTION**

**PARCEL II**

All that real property situate in the Town of Paradise, being a portion of the lands described in that certain QUITCLAIM DEED from SOPHIA N. CORBETT to SOPHIA N. CORBETT, as Trustee of the SOPHIA N. CORBETT REVOCABLE INTER VIVOS TRUST, recorded on May 26, 1998 as Document 1998-0021418, Official Records of Butte County, more particularly described as:

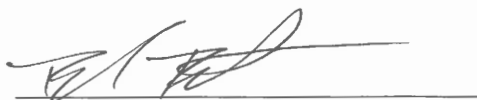
**Beginning** at the most easterly corner of said QUITCLAIM DEED, also being a point on the westerly right of way of Almond Street; thence leaving said right of way line and along the northerly line of said QUITCLAIM DEED North 66°08'50" West a distance of 45.00 feet to a line parallel with and lying 45.00 feet westerly, measured at right angles, from said right of way; thence along said parallel line, South 24°00'00" West a distance of 5.00 feet to a line parallel with and lying 5.00 feet southerly, measured at right angles, from said northerly line; thence along said parallel line, South 66°08'50" East a distance of 45.00 feet to said right of way line; thence along said right of way line North 24°00'00" East a distance of 5.00 feet to the **Point of Beginning**.

Containing 225 square feet or 0.005 acres, more or less.

Assessor's Parcel Number: 052-141-005

Bearings used in the above description are based on Town of Paradise control titled "Town of Paradise Grid to Ground Conversion". Ground distances shown are in U.S. Survey Feet.

This real property description has been prepared at Mark Thomas, by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Brandon Benton, LS 8679



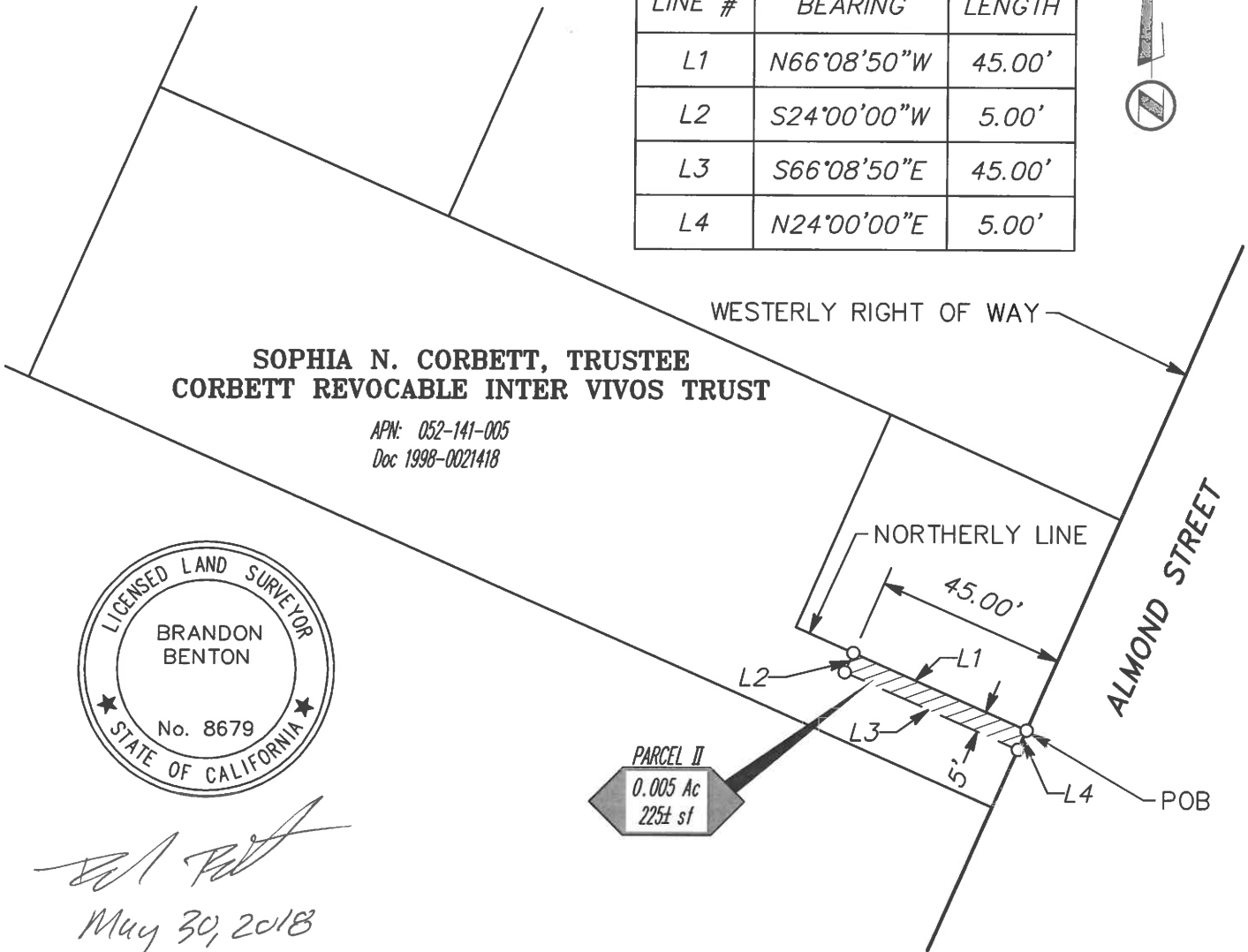
May 30, 2018  
Date

**Attachment A**  
**Underground District Easement Acquisitions**

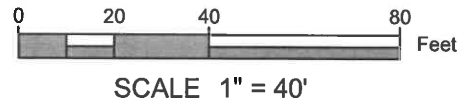
**LEGEND**

- POB POINT OF BEGINNING
- DIMENSION POINT
- ▨ PARCEL TO BE TRANSFERRED

<b><u>LINE TABLE</u></b>		
<b>LINE #</b>	<b>BEARING</b>	<b>LENGTH</b>
L1	N66°08'50"W	45.00'
L2	S24°00'00"W	5.00'
L3	S66°08'50"E	45.00'
L4	N24°00'00"E	5.00'




*[Signature]*  
 May 30, 2018



BEARINGS USED IN THE ABOVE DESCRIPTION ARE BASED ON TOWN OF PARADISE CONTROL TITLED "TOWN OF PARADISE GRID TO GROUND CONVERSION". GROUND DISTANCES SHOWN ARE IN U.S. SURVEY FEET.

**SHEET 2 OF 2**

  
**MARK THOMAS**  
 Scale: 1" = 40'  
 Date May, 2018  
 Drawn By MSW  
 Checked By BB

**Exhibit B**  
**APN 052-141-005**  
**Plat to Accompany Legal Description**  
**In the City of Paradise**  
**Butte County, California**

# Parcel Map Check Report

Date: 2/7/2018 8:04:17 AM

---

Parcel Name: Site 1 - Standard : 1

Description: RUN CCW

Process segment order counterclockwise: True

Enable mapcheck across chord: False

North:2,401,904.0408'

East:6,667,519.4389'

Segment# 1: Line

Course: N66°08'50"W

Length: 45.00'

North: 2,401,922.2382'

East: 6,667,478.2825'

Segment# 2: Line

Course: S24°00'00"W

Length: 5.00'

North: 2,401,917.6705'

East: 6,667,476.2488'

Segment# 3: Line

Course: S66°08'50"E

Length: 45.00'

North: 2,401,899.4731'

East: 6,667,517.4052'

Segment# 4: Line

Course: N24°00'00"E

Length: 5.00'

North: 2,401,904.0408'

East: 6,667,519.4389'

Perimeter: 100.00'

Area: 225.00Sq.Ft.

Error Closure: 0.0000

Course: N0°00'00"E

Error North : 0.00000

East: 0.00000

Precision 1: 100,000,000.00



Attachment A  
Underground District Easement Acquisitions

**A Portion of AP No. 052-141-012**

**After Recording Return to:**

Town of Paradise  
Town Clerk  
5555 Skyway  
Paradise, CA 95969

A GOVERNMENTAL ENTITY ACQUIRING TITLE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

"No Fee Required" (Govt. Code sec 6103 & 27383 & R & T Code 11922) Recorded for the benefit of the Town of Paradise

Authorized Representative : \_\_\_\_\_

**GRANT OF EASEMENT**

For value received: Thomas A. Blodget, a married man as his sole and separate property.

**GRANTS TO THE TOWN OF PARADISE**

All that real property situate in the Town of Paradise, County of Butte, State of California, and being an Easement for Public Utilities and Appurtenances, in, on, over, under and across the following described parcel of land.

**SEE EXHIBIT "A" and "B" ATTACHED**

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
Thomas A. Blodget

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 \_\_\_\_\_, 2018, Before Me, \_\_\_\_\_ Notary Public

Personally Appeared \_\_\_\_\_

personally known to me (or proved to me on the basis of satisfied 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 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 \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that real property situate in the Town of Paradise, being a portion of the lands described in that certain QUIT CLAIM DEED from PATRICK NUGENT to JOHN P. NUGENT, Trustee, in Trust of THE PIONEER WESTERN TRUST, recorded on April 13, 2004 as Document 2004-0020957, Official Records of Butte County, more particularly described as:

**Beginning** at the most westerly corner of said QUIT CLAIM DEED, also being a point on the northerly right of way of Fir Street; thence along the westerly line of said QUIT CLAIM DEED North 24°00'00" East a distance of 148.00 feet to the most northerly corner of said QUIT CLAIM DEED; thence along the northerly line of said QUIT CLAIM DEED South 66°08'50" East a distance of 5.00 feet to a line parallel with and lying 5.00 feet easterly, measured at right angles, of said westerly line; thence along said parallel line, South 24°00'00" West a distance of 148.00 feet to a point on said right of way line; thence along said right of way line North 66°08'50" West a distance of 5.00 feet to the **Point of Beginning**.

Containing 740 square feet or 0.02 acres, more or less.

Assessor's Parcel Number: 052-141-012

Bearings used in the above description are based on Town of Paradise control titled "Town of Paradise Grid to Ground Conversion". Ground distances shown are in U.S. Survey Feet.

This real property description has been prepared at Mark Thomas, by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Brandon Benton, LS 8679



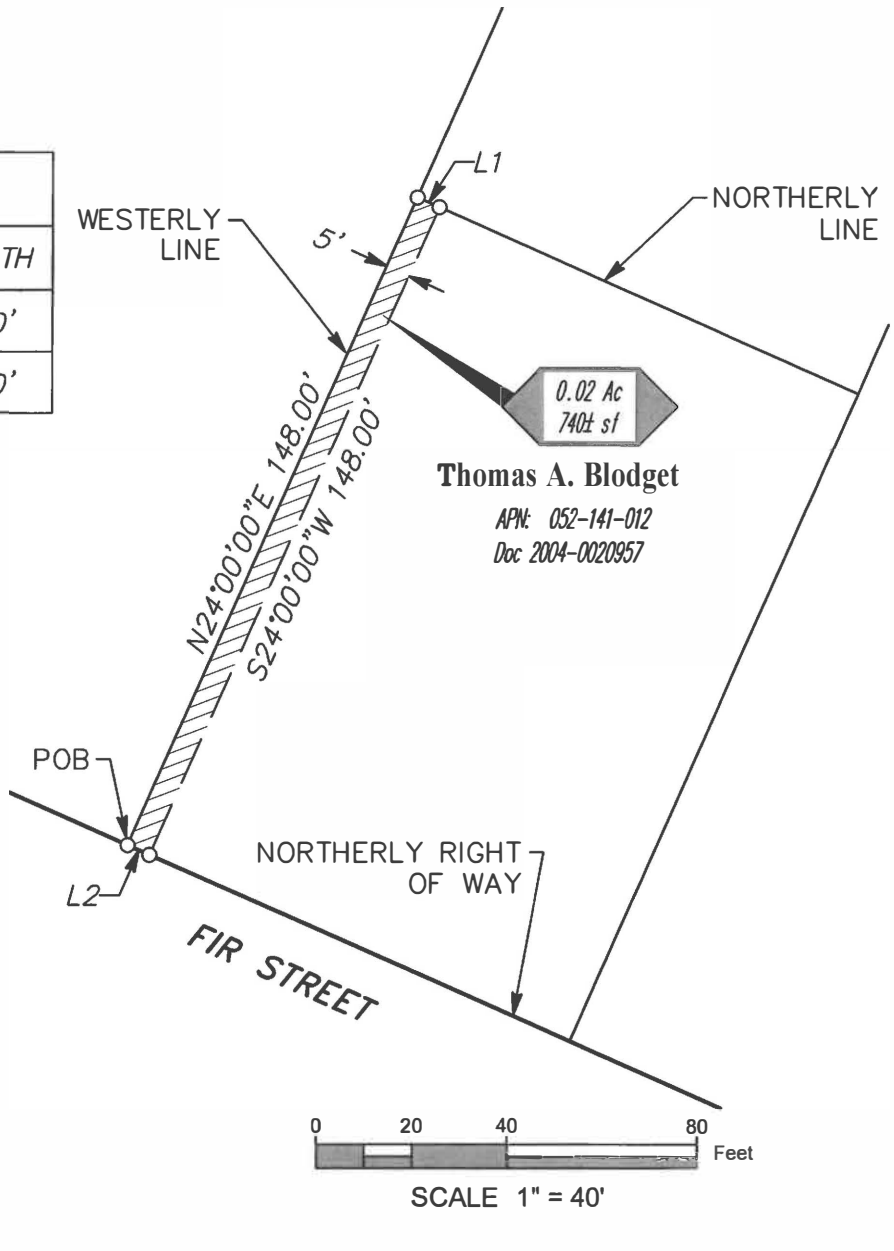
May 30, 2018  
Date

**Attachment A**  
**Underground District Easement Acquisitions**

**LEGEND**

- POB POINT OF BEGINNING
- DIMENSION POINT
- ▨ PARCEL TO BE TRANSFERRED


<b><u>LINE TABLE</u></b>		
<b>LINE #</b>	<b>BEARING</b>	<b>LENGTH</b>
L1	S66°08'50"E	5.00'
L2	N66°08'50"W	5.00'




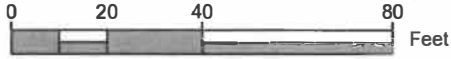
*Brandon Benton*  
 May 30, 2018

BEARINGS USED IN THE ABOVE DESCRIPTION ARE BASED ON TOWN OF PARADISE CONTROL TITLED "TOWN OF PARADISE GRID TO GROUND CONVERSION". GROUND DISTANCES SHOWN ARE IN U.S. SURVEY FEET.

**SHEET 1 OF 1**

  
**MARK THOMAS**  
 Scale: 1" = 40'  
 Date May, 2018  
 Drawn By MSW  
 Checked By BB

**Exhibit B**  
**APN 052-141-012**  
**Plat to Accompany Legal Description**  
**In the City of Paradise**  
**Butte County, California**

  
  
**39**

# Certificate of Acceptance and Consent

This is to certify that the interest in real property conveyed by the

**GRANT OF EASEMENT**

**DATED** \_\_\_\_\_

**FROM: Thomas A. Blodget, a married man as his sole and separate property**

To the Town of Paradise, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the Town Council of the Town of Paradise, pursuant to authority conferred by Resolution No. 81-19 of the Town Council of the Town of Paradise adopted April 15, 1981, and the grantee consents to recordation thereof by its duly authorized officer.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
**Lauren M. Gill, Town Manager, Town of Paradise**

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.

## ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
  ) SS.  
COUNTY OF BUTTE      )

On \_\_\_\_\_, 2018, Before me \_\_\_\_\_ Notary Public

Personally Appeared \_\_\_\_\_

personally known to me (or proved to me on the basis of satisfied 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 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 \_\_\_\_\_  
Notary Public, in and for the County of Butte, State of California



# Parcel Map Check Report

<b>Client:</b>	<b>Prepared by:</b>
Client	Preparer
Client Company	Your Company Name
Address 1	123 Main Street
Date: 5/30/2018 10:47:05 AM	

---

Parcel Name: Site 1 - 052-141-012-000

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: True

North: 2,401,630.0635'

East: 6,667,056.8823'

Segment# 1: Line

Course: N24°00'00"E

Length: 148.00'

North: 2,401,765.2682'

East: 6,667,117.0793'

Segment# 2: Line

Course: S66°08'50"E

Length: 5.00'

North: 2,401,763.2462'

East: 6,667,121.6523'

Segment# 3: Line

Course: S24°00'00"W

Length: 148.00'

North: 2,401,628.0415'

East: 6,667,061.4553'

Segment# 4: Line

Course: N66°08'50"W

Length: 5.00'

North: 2,401,630.0635'

East: 6,667,056.8823'

Perimeter: 306.00'

Area: 740.00Sq.Ft.

Error Closure: 0.0000

Course: N0°00'00"E

Error North : 0.00000

East: 0.00000

Precision 1: 306,000,000.00

Attachment A  
Underground District Easement Acquisitions

**A Portion of AP No. 052-141-026**

**After Recording Return to:**

Town of Paradise  
Town Clerk  
5555 Skyway  
Paradise, CA 95969

---

A GOVERNMENTAL ENTITY ACQUIRING TITLE SPACE ABOVE THIS LINE FOR RECORDER'S USE  
"No Fee Required" (Govt. Code sec 6103 & 27383 & R & T Code 11922) Recorded for the benefit of the Town of Paradise  
Authorized Representative : \_\_\_\_\_

## GRANT OF EASEMENT

For value received: Victor Beller, an unmarried man

## GRANTS TO THE TOWN OF PARADISE

All that real property situate in the Town of Paradise, County of Butte, State of California, and being an Easement for Public Utilities and Appurtenances, in, on, over, under and across the following described parcel of land.

**SEE EXHIBIT "A" and "B" ATTACHED**

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
Victor Beller

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 \_\_\_\_\_, 2018, Before Me, \_\_\_\_\_ Notary Public

Personally Appeared \_\_\_\_\_

personally known to me (or proved to me on the basis of satisfied 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 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 \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that real property situate in the Town of Paradise, County of Butte, State of California, being a portion of the lands described in that certain Individual Grant Deed from THOMAS M. DRAKE to VICTOR BELLER, recorded on June 30, 1989 as Document 89-024238, Official Records of Butte County, more particularly described as:

**Beginning** at the northwest corner of said Grant Deed; thence along the northerly line of said Grant Deed South 66°08'50" East, a distance of 75.00 feet to the northeast corner of said Grant Deed; thence along the easterly line of said Grant Deed South 24°00'00" West, a distance of 5.00 feet to a line parallel with and lying 5.00 feet southerly, measured at right angles, from said northerly line; thence leaving said easterly line and along said parallel line North 66°08'50" West, a distance of 75.00 feet to the westerly line of said Grant Deed; thence along said westerly line North 24°00'00" East, a distance of 5.00 feet to the **Point of Beginning**.

Containing 375 square feet or 0.009 acres, more or less.

Assessor's Parcel Number: 052-141-026

Bearings used in the above description are based on Town of Paradise control titled "Town of Paradise Grid to Ground Conversion". Ground distances shown are in U.S. Survey Feet.

This real property description has been prepared at Mark Thomas, by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Brandon Benton, LS 8679



April 3, 2018  
Date

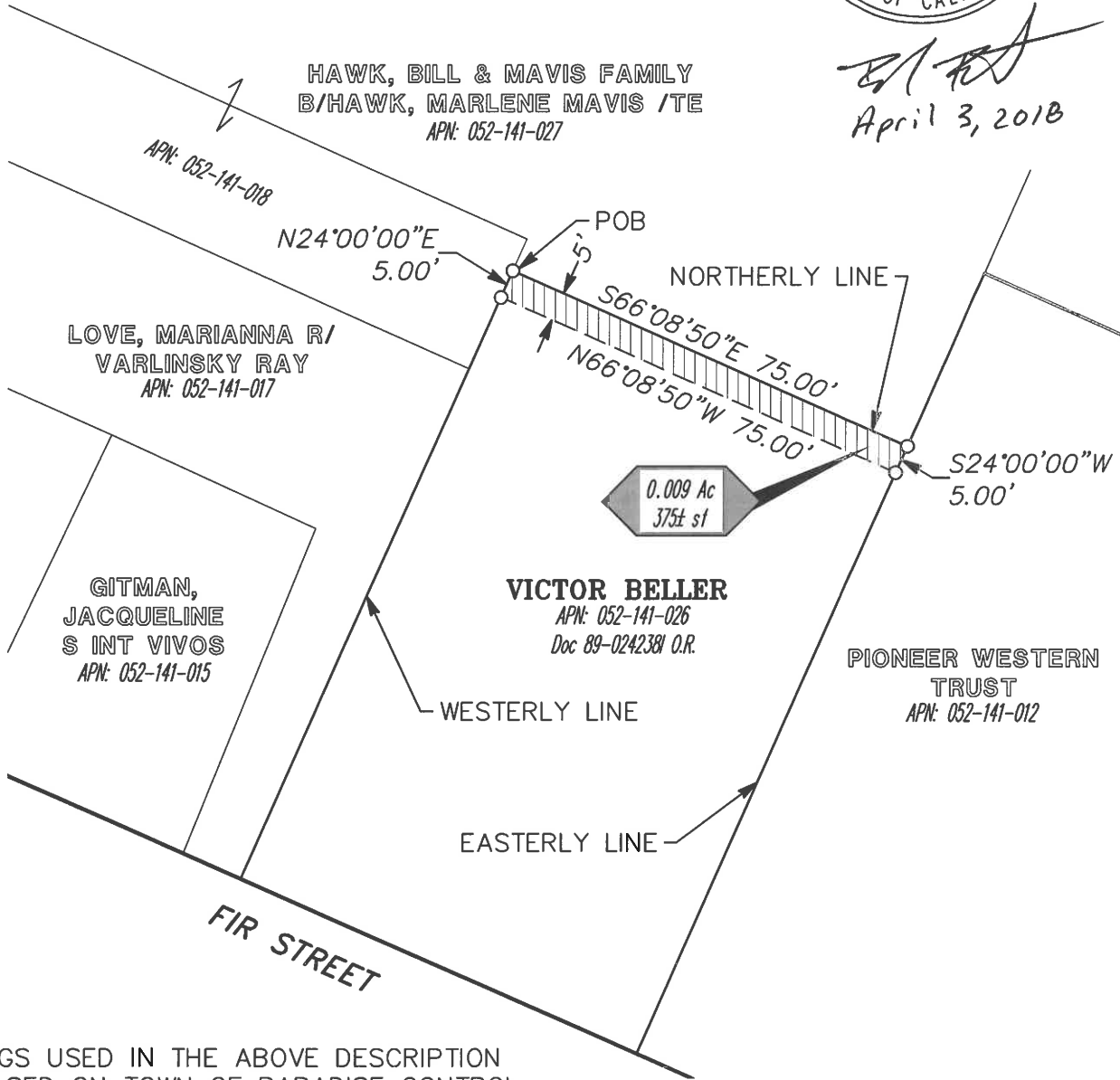
**Attachment A**  
**Underground District Easement Acquisitions**

**LEGEND**

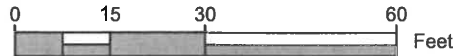
- POB POINT OF BEGINNING
- POT POINT OF TERMINATION
- o DIMENSION POINT
- ▨▨▨▨ PARCEL TO BE TRANSFERRED
- O.R. OFFICIAL RECORDS



*[Signature]*  
 April 3, 2018




BEARINGS USED IN THE ABOVE DESCRIPTION ARE BASED ON TOWN OF PARADISE CONTROL TITLED "TOWN OF PARADISE GRID TO GROUND CONVERSION". GROUND DISTANCES SHOWN ARE IN U.S. SURVEY FEET.



SCALE 1" = 30'

**SHEET 1 OF 1**

  
**MARK THOMAS**  
 Scale: 1" = 30'  
 Date Feb. 2018  
 Drawn By SMB  
 Checked By BGB

**Exhibit A**  
**APN 052-141-026**  
**Plat to Accompany Legal Description**  
**In the Town of Paradise**  
**Butte County, California**

## **Certificate of Acceptance and Consent**

This is to certify that the interest in real property conveyed by the

**GRANT OF EASEMENT**

**DATED** \_\_\_\_\_

**FROM: Victor Beller, an unmarried man**

To the Town of Paradise, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the Town Council of the Town of Paradise, pursuant to authority conferred by Resolution No. 81-19 of the Town Council of the Town of Paradise adopted April 15, 1981, and the grantee consents to recordation thereof by its duly authorized officer.

**DATED:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**Lauren M. Gill, Town Manager, Town of Paradise**

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.

### **ACKNOWLEDGEMENT**

**STATE OF CALIFORNIA )**

**) SS.**

**COUNTY OF BUTTE )**

On \_\_\_\_\_, 2018, Before me \_\_\_\_\_ Notary Public

Personally Appeared \_\_\_\_\_

personally known to me (or proved to me on the basis of satisfied 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 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 \_\_\_\_\_  
Notary Public, in and for the County of Butte, State of California

Attachment A  
Underground District Easement Acquisitions

**A Portion of AP No. 052-201-030**

**After Recording Return to:**

Town of Paradise  
Town Clerk  
5555 Skyway  
Paradise, CA 95969

A GOVERNMENTAL ENTITY ACQUIRING TITLE SPACE ABOVE THIS LINE FOR RECORDER'S USE  
"No Fee Required" (Govt. Code sec 6103 & 27383 & R & T Code 11922) Recorded for the benefit of the Town of Paradise  
Authorized Representative : \_\_\_\_\_

**GRANT OF EASEMENT**

For value received: Michael P. Gaukel & Jacqueline L. Gaukel, Trustees of the Gaukel Living  
Trust dated June 14, 2000

**GRANTS TO THE TOWN OF PARADISE**

All that real property situate in the Town of Paradise, County of Butte, State of California, and being an Easement for Public Utilities and Appurtenances, in, on, over, under and across the following described parcel of land.

**SEE EXHIBIT "A" and "B" ATTACHED**

Gaukel Living Trust

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
Michael P. Gaukel, Trustee  
Gaukel Living Trust

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
Jacqueline L. Gaukel, Trustee

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 \_\_\_\_\_, 2018, Before Me, \_\_\_\_\_ Notary Public

Personally Appeared \_\_\_\_\_

personally known to me (or proved to me on the basis of satisfied 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 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 \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that real property situate in the Town of Paradise, County of Butte, State of California, being a portion of Parcel 2 described in that certain GRANT DEED from MICHAEL P. GAUKEL to MICHAEL P. GAUKEL and JACQUELINE L. GAUKEL, recorded on June 21, 2000 as Document 2000-0023023, Official Records of Butte County, more particularly described as:

**Beginning** at the most southerly corner of said Parcel 2, also being a point on the westerly right of way of Almond Street; thence along the southerly line of said Parcel 2 North 66°08'50" West, a distance of 150.00 feet to a line parallel with and lying 150.00 feet northwesterly, measured at right angles, from said right of way; thence leaving said southerly line and along said parallel line North 23°42'15" East, a distance of 5.00 feet to a line parallel with and lying 5.00 feet northeasterly, measured at right angles, from said southerly line; thence along said parallel line South 66°08'50" East, a distance of 150.00 feet to said right of way; thence along said right of way South 23°42'15" West, a distance of 5.00 feet to the **Point of Beginning**.

Containing 750 square feet or 0.02 acres, more or less.

Assessor's Parcel Number: 052-201-030

Bearings used in the above description are based on Town of Paradise control titled "Town of Paradise Grid to Ground Conversion". Ground distances shown are in U.S. Survey Feet.

This real property description has been prepared at Mark Thomas, by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Brandon Benton, LS 8679

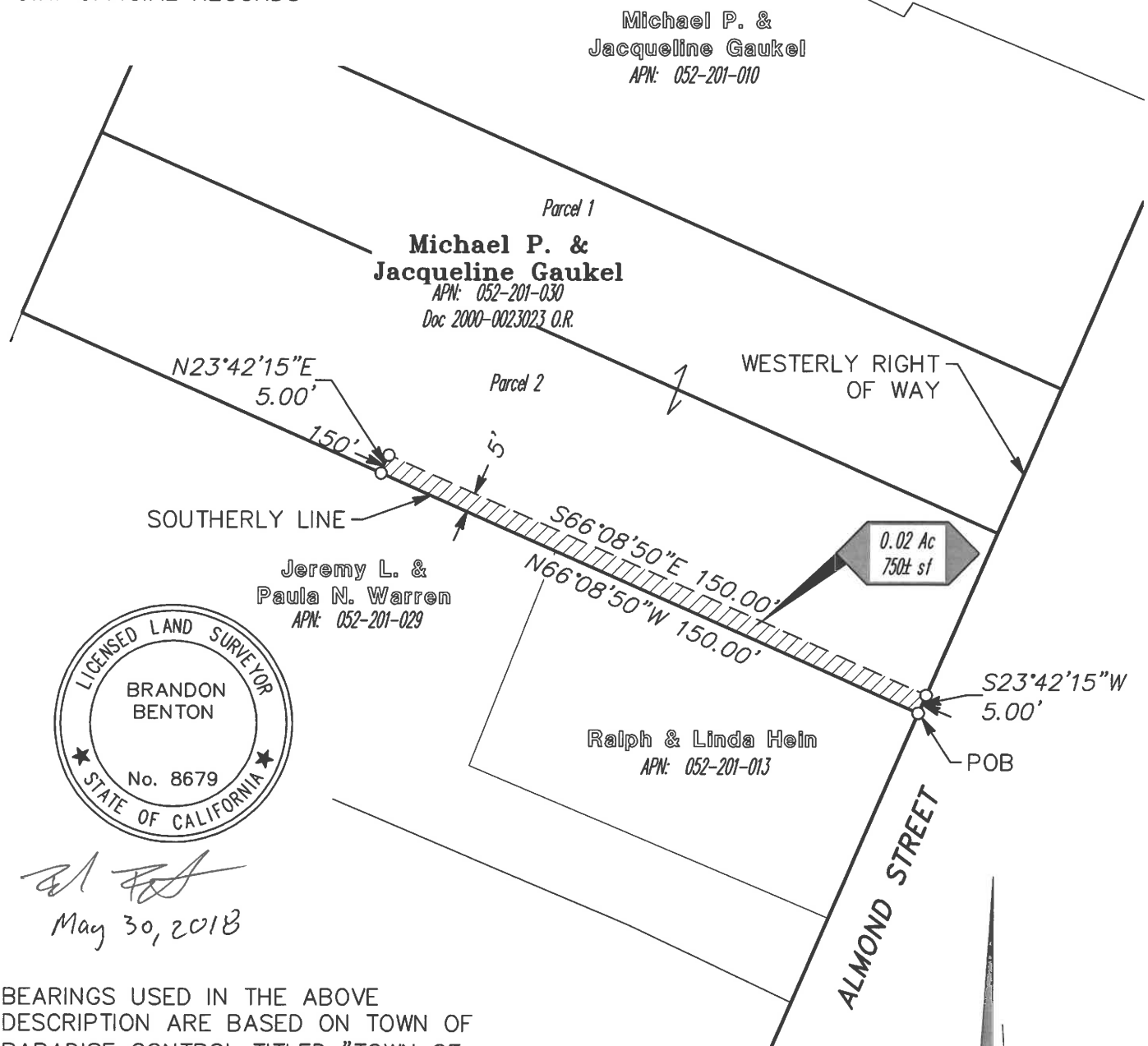


May 30, 2018  
Date

**Attachment A**  
**Underground District Easement Acquisitions**

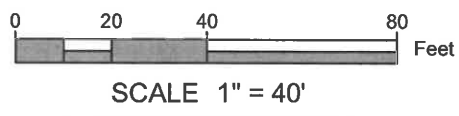
**LEGEND**

- POB POINT OF BEGINNING
- DIMENSION POINT
- ▨ PARCEL TO BE TRANSFERRED
- O.R. OFFICIAL RECORDS



*[Signature]*  
 May 30, 2018

BEARINGS USED IN THE ABOVE DESCRIPTION ARE BASED ON TOWN OF PARADISE CONTROL TITLED "TOWN OF PARADISE GRID TO GROUND CONVERSION". GROUND DISTANCES SHOWN ARE IN U.S. SURVEY FEET.



**SHEET 1 OF 1**

**MARK THOMAS**

Scale: 1" = 40'  
 Date May, 2018  
 Drawn By SMB  
 Checked By BGB

**Exhibit B**  
**APN 052-201-030**  
**Plat to Accompany Legal Description**  
**In the Town of Paradise**  
**Butte County, California**



## Certificate of Acceptance and Consent

This is to certify that the interest in real property conveyed by the

**GRANT OF EASEMENT**

**DATED** \_\_\_\_\_

FROM: Michael P. Gaukel & Jacqueline L. Gaukel, Trustees of the Gaukel Living Trust,  
dated June 14, 2000

To the Town of Paradise, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the Town Council of the Town of Paradise, pursuant to authority conferred by Resolution No. 81-19 of the Town Council of the Town of Paradise adopted April 15, 1981, and the grantee consents to recordation thereof by its duly authorized officer.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
**Lauren M. Gill, Town Manager, Town of Paradise**

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.
--

### ACKNOWLEDGEMENT

**STATE OF CALIFORNIA )**  
  **) SS.**  
**COUNTY OF BUTTE        )**

On \_\_\_\_\_, 2018, Before me \_\_\_\_\_ Notary Public

Personally Appeared \_\_\_\_\_

personally known to me (or proved to me on the basis of satisfied 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 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 \_\_\_\_\_  
Notary Public, in and for the County of Butte, State of California

# Parcel Map Check Report

<b>Client:</b>	<b>Prepared by:</b>
Client	Preparer
Client Company	Your Company Name
Address 1	123 Main Street
Date: 5/30/2018 10:29:49 AM	

---

Parcel Name: 052-201-030 - 052-201-030

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: True

North:2,401,156.3876'

East:6,667,188.4832'

Segment# 1: Line

Course: N66°08'50"W

Length: 150.00'

North: 2,401,217.0458'

East: 6,667,051.2951'

Segment# 2: Line

Course: N23°42'15"E

Length: 5.00'

North: 2,401,221.6239'

East: 6,667,053.3052'

Segment# 3: Line

Course: S66°08'50"E

Length: 150.00'

North: 2,401,160.9658'

East: 6,667,190.4933'

Segment# 4: Line

Course: S23°42'15"W

Length: 5.00'

North: 2,401,156.3876'

East: 6,667,188.4832'

Perimeter: 310.00'

Area: 750.00Sq.Ft.

Error Closure: 0.0000

Course: N0°00'00"E

Error North : 0.00000

East: 0.00000

Precision 1: 310,000,000.00



**Town of Paradise**  
**Council Agenda Summary**  
**Date: January 8, 2019**

**Agenda Item: 2(g)**

**ORIGINATED BY:** Susan Hartman, CDD Manager/Assistant Planner  
**REVIEWED BY:** Lauren M. Gill, Town Manager  
**SUBJECT:** Resolution Establishing a Deadline for Alternative Debris Removal Program Applications

**COUNCIL ACTION REQUESTED:** Adopt a **MOTION TO:**

1. Adopt Town of Paradise Resolution No. 19-\_\_\_\_\_, "A Resolution of the Town Council of the Town of Paradise Establishing the Deadline for the Alternative Debris Removal Program".

**BACKGROUND:**

On December 11, 2018, the Town Council adopted Ordinance No. 572 – *An Urgency Ordinance of the Town Council of the Town of Paradise Establishing Requirements for the Removal of Fire Damaged Debris from Private Property Following the Camp Fire*. The Ordinance specifies that fire debris from qualifying structures, as defined by the CalOES program, on private property can only be removed through the California Office of Emergency Services (CalOES) Program or by appropriately licensed contractors approved through the Alternative Fire Debris Removal Program (Alternative Program) administered by the Butte County Environmental Health Department.

**DISCUSSION:**

Section 8(A) of Ordinance No. 572 allows the Town Council to set a deadline for approved Alternative Program applications. In conjunction with the same deadline proposed by the Butte County Board of Supervisors, staff recommends the Town Council set the deadline for February 28, 2019 per the attached Resolution. The Town Council retains the right to extend the deadline for approved Alternative Program applications, as needed.

Section 8(B) addresses the ability to declare a property with fire debris a nuisance and health hazard when it has neither an approved CalOES Right of Entry form or approved application for the Alternative Program by the deadline set by the Council. CalOES set a deadline of January 31, 2019 for the CalOES Program and, if adopted as recommended, the Alternative Program deadline will be February, 28, 2019. Failure to comply with the deadlines set will allow enforcement and abatement proceedings to begin as outlined in Section 8(E) of Ordinance No. 572.

Section 8(C) allows the Town to set a deadline for completion of work in the Alternative Program. Currently, staff does not recommend setting a deadline for completion of work. A more informed decision can be made once debris removal activities have begun for both the CalOES and Alternative Programs.

**FINANCIAL IMPACT:**

Indeterminate at this time in regard to potential pre-lien abatement costs.

Attachment

**TOWN OF PARADISE  
RESOLUTION NO. 19-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
ESTABLISHING THE DEADLINE FOR  
THE ALTERNATIVE FIRE DEBRIS REMOVAL PROGRAM**

**WHEREAS**, on December 11, 2018, the Town Council adopted No. 572 – *An Urgency Ordinance of the Town Council of the Town of Paradise Establishing Requirements for the Removal of Fire Damaged Debris from Private Property Following the Camp Fire*; and

**WHEREAS**, Section 8(A) of Ordinance No. 572 allows the Town Council to set a deadline for approved Alternative Fire Debris Removal Program applications; and

**WHEREAS**, the Alternative Fire Debris Removal Program and application became available on January 1, 2019.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE AS FOLLOWS:**

Section 1. Pursuant to Ordinance No. 572 the deadline for approved Alternative Fire Debris Removal Program applications shall be February 28, 2019.

**PASSED AND ADOPTED** by the Paradise Town Council of the Town of Paradise, County of Butte, State of California, on this 8th day of January, 2019, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

\_\_\_\_\_  
Jody Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Dina Volenski, CMC, Town Clerk

\_\_\_\_\_  
Dwight L. Moore, Town Attorney



**Town of Paradise  
Council Agenda Summary  
January 8, 2019**

**Agenda Item: 6(a)**

**Originated by:** Colette Curtis, Administrative Analyst II

**Reviewed By:** Lauren Gill, Town Manager

**Subject:** Consider amending Ordinance No. 568 regarding the business license program in light of the changed business environment after the Camp Fire.

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**Council Action Requested:**

1. Consider leaving the business license program as is, or,
2. Extending the fee waiver for business licenses for one year (until Jan. 1, 2020) and, 1. Consider waving the entire reading of proposed Ordinance No. 574 and approve reading by title only; and, 2. Consider introducing Town of Paradise Ordinance No. 574 an Ordinance Amending Sections 5.22.030 and 5.22.060 of the Paradise Municipal Code relating to Business License; or,
3. Give staff alternate direction.

**Background:**

In March 2018, Town Council voted to establish a business license to promote and protect the health, safety and welfare of the citizens of the town by providing information about business activity being conducted within Town limits. Ordinance No 568 stated that existing businesses must obtain a business license by January 1, 2019 and that there would be no fee to obtain a license prior to January 1, 2019. After January 1, 2019 the fee for the first year was \$40 and \$25 for yearly renewal. These fees were set to recover the cost of administering the license (staff time and software).

**Discussion:**

On November 8, 2018, the Camp Fire burned through the Town of Paradise causing unprecedented destruction of homes and businesses. Now that the initial emergency period is ending, and we look toward long-term recovery, the business license program should be addressed.

The original intent of the program was to collect information on businesses operating in Paradise for public safety purposes. The need for this information still exists – a database of contact information for all businesses would have been invaluable during and after the Camp Fire. Even now in the recovery phase, Town staff struggles to contact Paradise businesses to offer the aid that is available to get them running again. Even a simple list of businesses that are currently open in Paradise is hard to obtain as businesses have no reason to contact the Town prior to opening, and there is no contact information for the Town to utilize. The Business Division of the Disaster

Recovery Operations Center (DROC) has spent the last five weeks putting together a list of businesses to be used for individual outreach, a task which could have been completed in one day with the information from a comprehensive business license database.

Despite the need for the business license information, however, is the reality that Town staff is stretched very thin and has limited time available to administer this program. It is also not the Town's intention to add another hurdle to struggling business owners trying to get their lives back in order. Adding the application and fee for a business license is just another task for already stressed business owners.

**Fiscal Impact Analysis:**

Left as-is, the business license program will begin collecting the \$40 fee per new license as of January 1, 2019. Prior to the Camp Fire, it was estimated that around 700 businesses were expected to be licensed for a total of \$28,000 in revenue to offset the cost of the software program and staff time used to administer the license. It is unknown how many businesses will re-establish themselves, how quickly they will do so, and how many new businesses will open in Paradise after the Camp Fire. Due to this uncertainty, it is difficult to estimate how much revenue would be recovered.

**TOWN OF PARADISE  
ORDINANCE NO. 568**

**AN ORDINANCE ADDING CHAPTER 5.22 TO THE PARADISE MUNICIPAL  
CODE RELATING TO BUSINESS LICENSE**

**THE TOWN COUNCIL OF THE TOWN OF PARADISE DOES ORDAIN AS  
FOLLOWS:**

**SECTION 1.** Chapter 5.22 is hereby added to the Paradise Municipal Code to read as follows:

**Chapter 5.22**

**BUSINESS LICENSE**

**Section:**

- 5.22.010 Purpose.**
- 5.22.020 Definition.**
- 5.22.030 Business License.**
- 5.22.040 License Information**
- 5.22.050 Number of Licenses.**
- 5.22.060 Fee.**
- 5.22.070 Exemption.**
- 5.22.080 Penalty.**

**Section 5.22.010 Purpose.**

The purpose of this chapter is to provide for and establish an annual business license program to promote and protect the health, safety and welfare of the citizens of the town by providing information about business activity being conducted within town limits. This chapter is not intended to impose any form of taxation on the business community nor to collect in fees more money than is necessary to recover the administrative costs of processing an application for the issuance or renewal of a business license certificate.

**Section 5.22.020 Definition.**

A. "Business" means any for-profit, non-profit (with paid employees and a physical place of business), commercial, industrial, professional operation, occupation, home based business, work, trade, or any other business whether provided in a physical location or by a mobile service within the jurisdiction of the town, except the types of activities identified in section 5.22.070.

B. "Doing business" means conducting or carrying on an activity or enterprise by which goods or services are provided to others.



C. "Home based business" means a home occupation or a residential rental project consisting of two or more units.

**Section 5.22.030 Business License.**

Notwithstanding any other provision of Title 5, all businesses, doing business within the town jurisdiction shall register annually with the town. Existing businesses shall register no later than January 1, 2019. All new businesses shall register before conducting any activities or providing any goods or services within the town. After the initial license, each business shall renew their business license annually. A business operating in another city that has no physical location in town, but provides services to town residents or businesses shall be required to obtain a business license from the town. A business operating in another city which only provides deliveries to town residents or businesses shall be exempt from the requirements of this chapter.

**Section 5.22.040 License Information.**

The business license required by this chapter shall be in addition to any other business license requirement of Title 5. All businesses shall provide the required information on the application, which shall include, but not be limited to, the following:

- Name of owner
- Mailing and site address
- Assessor's Parcel Number of business site
- Contact name and phone numbers, including emergency contacts
- Type of business/specific activities being conducted on premises
- Alarm company contact (if applicable)
- Building security information (lights, back entries, etc.)
- Whether hazardous materials or chemicals will be used and/or stored at the business location
- Such other and further information as is deemed necessary to enforce the laws described and administer provisions of this chapter.

**Section 5.22.050 Number of Licenses.**

In instances where space within an office building, shopping center, warehouse, department store or other structure or property is leased for business or commercial use, each tenant of the premises operating an enterprise required to be licensed hereunder shall apply for and obtain a general business license; provided, that aggregations of identical businesses (such as, but not limited to, antique malls, barber and beauty salons, offices housing multiple independent agents such as insurance or real estate, or other similar enterprises) in one location shall require only one general business license for the location.

When a particular business has more than one fixed location or branch within the

incorporated area, a separate general business license shall be required for each location or branch.

### **Section 5.22.060 Fee**

All new license applicants shall pay a \$40 administrative fee to the town. All renewal license applicants shall pay a \$25 annual administrative fee to the town. The annual fee shall not be increased except by amendment of this section. Any business that obtains a license prior to January 1, 2019 shall be exempt from paying the \$40 fee, but shall be required to renew their license annually and pay the \$25 fee. A business that is required to obtain a special license under another chapter of this title 5 shall be exempt from paying the fee under this section. A home-based business that is operated entirely out of a place of residence shall be exempt from paying the fee under this section. A financial institution that pays the Bank and Corporation Tax to the State of California shall be exempt from paying the fee under this section. Tax-exempt religious organizations shall be exempt from paying the fee under this section.

### **Section 5.22.070 Exemption**

A business license shall not be required for, and the provisions of this chapter shall not be otherwise applicable to the following enterprises:

1. **Libraries:** Libraries, whether publicly or privately operated, are exempt from the requirements of this chapter.
2. **Agriculture:** The following agricultural activities are exempt: agricultural pursuits consisting of the growing of crops, raising of livestock, and dairying, including auxiliary and ancillary uses incidental to the operation of a farm or ranch, consisting of the purchase and storage of substances, materials, supplies, animal feeds and produce, and the marketing of farm products; provided, however, that a general business license shall be required in connection with any wholesaling, processing, storage or manufacturing use which involves assembly of the products of multiple farms or ranches by a cooperative or other business enterprise for marketing distribution.
3. **Businesses located outside Paradise, that deliver to Paradise addresses, but provide no other service.** A business located outside the town limits that delivers products to Paradise addresses, but provides no other service shall be exempt.
4. **Service Clubs:** Groups identified as service clubs, whose membership is made of up of volunteers and who gather to serve their community and whose aim is to promote community welfare shall be exempt. This includes groups such as the Benevolent and Protective Order of the Elks, Moose International, local Garden Clubs, Scouting organizations, etc.
5. **Nonprofit Organizations with no paid employees or physical place of business:** Nonprofit tax-exempt organizations that do not have paid employees, or which do not have a physical place of business shall be exempt from obtaining a business license.

6. **Vendors at community events:** Vendors who participate in town approved and permitted events shall be exempt from obtaining a business license.
7. **Residential rental properties:** Residential rental properties with no more than one unit shall be exempt from obtaining a business license.
8. **Persons exempt from business license fees pursuant to federal or state law.**

**Section 5.22.080 Penalty.**

It shall be unlawful and an infraction for any person to violate this chapter. If a person is found guilty of violating this chapter, the fine shall be in accordance with Government Code Section 36900.

**SECTION 2. Effective Date.**

This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.


**PASSED AND ADOPTED** by the Town Council of the Town of Paradise, County of Butte, State of California, on this 13th day of March, 2018, by the following vote:

**AYES:** Greg Bolin, Scott Lotter, Melissa Schuster and Jody Jones, Mayor

**NOES:** Mike Zuccolillo

**ABSENT:** None


**ABSTAIN:** None

  
\_\_\_\_\_  
Jody Jones, Mayor

Attest: *March 21, 2018*

  
\_\_\_\_\_  
Dina Volenski, CMC, Town Clerk

Approved as to form:

  
\_\_\_\_\_  
Dwight L. Moore, Town Attorney

**TOWN OF PARADISE  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTIONS 5.22.030 AND 5.22.060 OF THE  
PARADISE MUNICIPAL CODE RELATING TO BUSINESS LICENSE**

**THE TOWN COUNCIL OF THE TOWN OF PARADISE DOES ORDAIN AS  
FOLLOWS:**

**SECTION 1 Section 5.22.030** of the Paradise Municipal Code is hereby amended to read as follows:

**Section 5.22.030 Business License.**

Notwithstanding any other provision of Title 5, all businesses, doing business within the town jurisdiction shall register annually with the Town. Existing businesses shall register no later than ~~January 1, 2019~~ January 1, 2020. All new businesses shall register before conducting any activities or providing any goods or services within the town. After the initial license, each business shall renew their business license annually. A business operating in another city that has no physical location in town, but provides services to town residents or businesses shall be required to obtain a business license from the town. A business operating in another city which only provides deliveries to town residents or businesses shall be exempt from the requirements of this chapter.

**SECTION 2 Section 5.22.060** of the Paradise Municipal Code is hereby amended to read as follows:

**Section 5.22.060 Fee**

All new license applicants shall pay a \$40 administrative fee to the town. All renewal license applicants shall pay a \$25 annual administrative fee to the town. The annual fee shall not be increased except by amendment of this section. Any business that obtains a license prior to ~~January 1, 2019~~ January 1, 2020 shall be exempt from paying the \$40 fee, but shall be required to renew their license annually and pay the \$25 fee. A business that is required to obtain a special license under another chapter of this title 5 shall be exempt from paying the fee under this section. A home-based business that is operated entirely out of a place of residence shall be exempt from paying the fee under this section. A financial institution that pays the Bank and Corporation Tax to the State of California shall be exempt from paying the fee under this section. A church shall be exempt from paying the fee under this section.

Town of Paradise  
Ordinance No. \_\_\_\_

**SECTION 3. Effective Date.**

This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise, County of Butte, State of California, on this 8<sup>th</sup> day of January, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Jody Jones, Mayor

Attest:

---

Dina Volenski, Town Clerk

Approved as to form:

---

Dwight L. Moore, Town Attorney



**Town of Paradise  
Council Agenda Summary  
Date: January 8, 2019**

**Agenda Item: 6(b)**

**Originated by:** Gina S. Will, Administrative Services Director/Town Treasurer

**Reviewed by:** Lauren Gill, Town Manager

**Subject:** Disaster Recovery Management Services

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**Council Action Requested:**

1. Authorize the Town Manager, Administrative Services Director and Town Attorney to negotiate an agreement with Ernst & Young LLP for Disaster Recovery Management Services; and
2. Authorize the Town Manager to execute the appropriate documents relating to such services.

**Alternatives:**

Decline to authorize staff to enter an agreement with Ernst & Young, and direct staff to enter into an agreement with a different agency.

**Background:**

On November 8, 2018 Town of Paradise experienced the most destructive fire in California's history, the Camp Fire killed 86 people, many who lived in Paradise and damaged or destroyed 14,888 structures (10,764 single family residential) and significantly impacts the Town's revenue sources. In addition, the Town sustained loss of public infrastructure, facilities and equipment.

**Discussion:**

The Town of Paradise desires to engage a firm with experience in the entire scope of post disaster recovery management, including experience with insurance claims, the Cal OES/FEMA public assistance program, and the state and federal legislative progress. Due to the enormity of the documentation requirements and workload created by developing a complete financial recovery strategy and plan, On December 6, 2018, the Town issued a request for proposals (RFP) for Disaster Recovery Management Services to twelve firms known to provide related services as well as advertising in the local paper. By the deadline of December 20, 2018, the Town received five proposals for service. (The proposals are available for review in the Town Clerk's office)

Disaster Recovery Management Services  
January 8, 2019

As indicated in the RFP, a panel was formed to evaluate the responses. The panel was made up of the Town Manager, the Administrative Services Director, and the Housing Supervisor. The proposals were scored on the following selection criteria:

Proposal received by deadline and substantially in requested format	Pass or Fail
Quality of Proposal	50
Quality of organization and experience of individuals to be assigned to perform the required services	200
Demonstrated success in providing services of a similar nature in a similar context/setting	200
Qualifications and structure of project management team, relationships between management team and corporate management, and internal controls	150
Previous experience, past practice and prior performance providing post-disaster financial recovery services following incidents of similar size, especially to local government	200
Successful prior operation and administration of FEMA disaster recovery and public assistance programs for local government	200
Demonstrated expertise in implementing and maintaining post disaster financial recovery programs, including the development and use of performance measures and benchmarking	200
Financial and technical resources to provide the requested services	150
Firm integrity, compliance with public policy	150
Demonstrated expertise in designing and using data management systems to assure accurate data collection, analysis and reporting	150
References whom the Town may contact regarding past practices and prior performance	150
Cost evaluated on the basis of best value to the Town of Paradise	300
Totals	2,100

Staff is appreciative of the time and effort of all respondents. The evaluation process resulted in the following scores and ultimately staff recommends entering into an agreement with Ernst & Young, LLP:

Ernst & Young LLP	2,000
Tidal Basin & The Greenspan Co	1,928

Disaster Recovery Management Services  
January 8, 2019

Witt O'Brien's	1,765
Disaster Program & Operations Inc.	1,509
Disasters I/O	950

**Fiscal Analysis:**

The Town will be charged an hourly rate ranging from \$298.00 from Project Executive to \$133.00 for Staff Consultant per hour depending on the expertise and assignment of the individual on the engagement. Many of the hours will be reimbursable through the administrative fees allowed under the public assistance FEMA/Cal OES grant claim. The remaining fees will be recouped through the insurance settlement and through other funding sources identified by the consultants.





## **REQUEST FOR PROPOSALS (RFP)**

### **Disaster Recovery Management Services**

#### **Request for Proposals Date**

December 6, 2018

#### **Request for Information (RFI)**

Submit in writing to Contact identified below on or before December 12, 2018 by 4:00p.m. Responses will be posted to Town of Paradise website as an Addendum no later than December 13, 2018

#### **Proposal Submittal Due Date**

December 20, 2018 by 4:00p.m.

#### **Point of Contact (POC) Information**

Any questions/RFI's regarding the RFP must be directed to the Point of Contact:

**Gina Will**

**Administrative Services Director/Town Treasurer**

**Town of Paradise**

**5555 Skyway**

**Paradise, CA 95969**

**(530) 872-6291 ext 119**

**[gwill@townofparadise.com](mailto:gwill@townofparadise.com)**

REQUEST FOR PROPOSALS

**SECTION I. INTRODUCTION**

On November 8, 2018, the most destructive wildfire in California history began in Butte County, California and quickly spread to the Town of Paradise, California. After burning for over three weeks, the fire ultimately destroyed nearly 14,000 residential units and over 500 commercial structures with an estimated property loss of over \$3.5 billion. The Town of Paradise is seeking proposals from responsible, qualified and experienced firms to provide post fire disaster recovery management services described in Section II.

**SECTION II. PROPOSED SERVICES**

The Town of Paradise (Town) desires to engage a firm with experience in the entire scope of post disaster recovery management, including experience working with agencies in support of their recovery efforts under State and federal aid programs (FEMA and Cal OES specifically). Working in coordination with Town staff, expectations of work and duties to be performed include:

**General Scope of Services**

- Provide technical advisory services related to recovery from disasters (from this disaster and any future disaster which may occur during the term of the agreement).
- Develop and implement strategies and technical advice to secure funding and claiming opportunities through insurance, Federal and State programs, and special legislation in order to continue government services to the Town of Paradise during the recovery process.
- Ability to increase and decrease staff and expertise assigned to the engagement quickly and efficiently.
- Develop and submit federal grant applications (Public Assistance, Hazard Mitigation and/or Community Development Block Grant Disaster Recovery) assist in identifying and capturing eligible costs, reconcile invoices.
- Develop and implement strategies designated to maximize federal and State assistance.
- Provide expert programmatic and policy advice on State and federal disaster relief programs.
- Provide procurement assistance to the Town, interfacing with internal staff, to ensure procurement processes adhere to FEMA federal grants recovery criteria.
- Manage financial accounting needs, including documentation capabilities needed for full eligible reimbursement; ability to perform audit capabilities as necessary.
- Provide support for strategic planning and coordination of all recovery efforts.
- Review contracts and purchasing documentation to ensure cost recovery.

## REQUEST FOR PROPOSALS - Disaster Recovery Management Services

- Represent the Town and attend meetings with Butte County, FEMA, Cal OES or other agencies as may be necessary on behalf of the Town.
- Work with Town staff to compile a comprehensive list of disaster related repairs, damage mitigation efforts, possible improvements and collect and compile cost documentation.
- Provide assistance and oversight to the Town with claims or claiming process (insurance and government programs).
- Continued interaction and communication with Town, State and federal damage assessment teams.
- Work with the Town to resolve disputes with FEMA, Cal OES, or other agencies as may be necessary, including but not limited to the preparation of appeals.
- Provide education and training to Town staff that will or may be involved with the various aspects of disaster recovery, including FEMA documentation requirements, FEMA Public Assistance Program as well as other State and federal programs, as applicable.
- Provide technical expertise and knowledge related to the Stafford Act.
- Ensure all eligible costs/damages have been identified and reported to insurance, FEMA and Cal OES in an appropriate and timely manner.
- Provide QA/QC support and general eligibility guidance for all State and federal grant programs.
- Create and maintain critical contract lists and project tracking mechanisms to include timelines and deadlines.
- Coordinate and manage deliverables with insurance, FEMA, and CAL OES.

### **Detail of Scope of Services**

- Provide guidance in recovering reimbursement for the repair and potential replacement of the loss of critical infrastructure.
- Assist the Town with establishing programmatic document control, establishing a file retention system and data management processes to ensure disaster records are complete and ready for audit.
- Assist and/or represent the Town with the implementation of preliminary damage assessments (PDAs) to document the impact and magnitude of the disaster. Provide damage site assessment and project worksheet formulation.
- Assist the Town in insurance claim preparation, coordination and advice through insurance adjustment process.
- Assist the Town during Applicant's Briefings with FEMA and the State, assisting with relationship development, requesting additional programmatic details and clarifications that will assist the Town during the grant process.
- Collaborate with the Town on project formulation, including damage assessments (field team assessment of damages including a comprehensive list of damaged structures, contents, etc.); Information gathering (photo-document damages, gather records,

## REQUEST FOR PROPOSALS - Disaster Recovery Management Services

drawings, insurance policies, historical photos/videos, etc.); project development (define both small and large projects' scope, size, and damages, including cost estimating, that will be the basis of each Project Worksheet); project submittals (draft and submit small and large project PWs to CAL OES/FEMA).

- Assist the Town with development of scope and bid packages that align with the project worksheet scope of work and damages.
- Support overall Project Worksheet formulation efforts to include development of damage descriptions, scopes of work, and valid cost estimates.
- Completion and submission of FEMA Project Worksheets on behalf of the Town.
- Assist in compiling and summarizing Category A through G costs and preparing support documentation for presentation to FEMA and the State.
- Compile appropriate data and then categorize Town losses: FEMA Categories A through G.
- Assist with the management of FEMA and/or other federal grants and Cal OES coordination along with the Town, arranging for routine status/action plan meetings, establishing priorities, scope changes and updates at meetings.
- Assist the Town with CAL OES/FEMA and/or other federal grant quarterly reporting.
- Generate time extension requests to FEMA and/or other federal grants and CAL OES when necessary so that PW eligibility is not forfeited.
- Generate PWs amendments requesting changes as agreed through resolution discussions or first appeals.
- Assist with the submittal of first and second appeals to FEMA should the Town disagree with the FEMA formulated PWs.
- Assist the Town with the closeout of PWs, both large and small, including the review and preparation of final closeout packages for completed work.
- Develop improved and/or alternate project requests for CAL OES and FEMA and/or other federal grants.
- Develop Sandy Recovery Improvement Act (SRIA) alternative arrangement projects as soon as possible to streamline the recovery process within established FEMA timelines.
- Identify and prepare hazard mitigation proposals, grant applications, and benefit cost analysis for interested residential property and non-residential owners.
- Provide post-award grant administration to include intake of required property specific information and necessary forms including a voluntary participation notice, submission of environmental and historical compliance information, individual maps and photos.
- Identify potential improvements and maximize public assistance 404 and 406 Mitigation funding.
- Assist in identifying and evaluating opportunities for hazard mitigation programs under FEMA 404 and 406 Hazard Mitigation.
- Develop Section 406 Hazard Mitigation Proposals where mitigation actions can minimize future disaster impacts.
- Develop Section 404 Hazard Mitigation strategies providing staff experienced in the use of FEMA BCA tools and methodologies that can minimize future disaster impacts.

## REQUEST FOR PROPOSALS - Disaster Recovery Management Services

- Prepare Section 404 and 406 grant HMP program Notices of Interest (NOIs) and assist in filing NOIs.
- Prepare Section 404 and 406 grant program grant applications and assist in filing such applications.
- Coordinate and interface with engineering and design efforts for the repair and/or reconstruction of damaged infrastructure that will comply with FEMA eligibility and cost reasonableness, including oversight of the repair and/or reconstruction efforts to ensure FEMA's Public Assistance grant is clearly defined and implemented.
- Create and maintain engineering plans, projections, and cost estimates for projects that require that level of detail.
- Assist with the procurement of architectural and/or design firms. Guide the selected firm(s) through FEMA's Public Assistance grant and/or other federal grants funding requirements and criteria.
- Provide technical expertise and knowledge regarding 24 CFR 570 including development of an unmet needs assessments for all HUD related programs.
- Assist in developing a HUD Action Plan for Disaster Recovery and amendments.
- Assist with HUD grant and activity project management, policies and contractor oversight.
- Assist with HUD grant and project reporting and maintaining files.
- Provide technical assistance regarding HUD requirements regarding public facilities including FEMA match programs, Stafford Act and Davis Bacon Act requirements.
- Provide technical assistance relative to eligible CDBG activities including environmental reviews.

### **SECTION III. PROPOSALS**

#### **Firm's Investigation.**

Before submitting a proposal, each firm shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the proposed agreement and to verify any representations made by Town upon which the firm may rely. If a firm receives an award as a result of its proposal, failure to have made such investigations and examinations will in no way relieve the firm from its obligation to comply in every detail with all provisions and requirements of the agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the firm for additional compensation.

Submission of a proposal will serve as prima facie evidence that the Proposer has examined this RFP, the proposed agreement and all attachments thereto, including Exhibit C, Federal Requirements, and Attachment One, Insurance Requirements, and is fully aware of all conditions affecting the provision of services.

**Proposal Submission.**

No oral interpretations will be made by the Town to any firm as to the requirements of this RFP. ***Emailed PDF proposals*** titled in Subject as PROPOSAL FOR DISASTER RECOVERY MANAGEMENT SERVICES will be accepted on or before 4:00 p.m. PST on December 20, 2018 (Deadline) *at the email address below*. Proposals tendered after the deadline will be rejected.

**Dina Volenski  
Town Clerk  
dvolenski@townofparadise.com**

The Town reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest. Any requirements in the RFP that cannot be met must be indicated in the proposal. Proposers must respond to the entire Request for Proposals.

**Timelines**

The following information is provided as a general timeline which may be amended by the Town as necessary.

**ESTIMATED TIMELINES**

December 6, 2018 .....	RFP Issued
December 12, 2018 by 4:00p.m.....	Last Day to Submit RFI's
December 13, 2018 by 4:00p.m.....	Addendum Posted to RFI's
December 20, 2018 by 4:00p.m.....	Proposals Due
Week of December 24, 2018 .....	Evaluation/Presentations of Proposals
January 8, 2019 .....	Council Award of Agreement

**Request for Information**

Questions concerning this RFP will be accepted prior to the Deadline and should be directed to **Gina Will, gwill@townofparadise.com**. An addendum summarizing all questions to RFI's and answers will be posted to Town of Paradise website by December 13, 2018 by 4:00p.m. *No oral interpretations will be made by the Town to any firm as to the requirements of this RFP.*

**Rights to Submitted Material**

All proposals, responses, inquiries, or correspondence relating to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under California Law) shall become the property of the Town when received and the entire proposal shall be subject to the public records laws of the State of California except where a proper trade secrets exception has been made by the Proposer in

accordance with the procedures allowed by California and Federal Law and marked in bold “Confidential.”

The fact that a Proposer marks information in its proposal as “Confidential” does not necessarily mean that the information is exempt from public disclosure. Upon the receipt of a request for public records under the California Public Records Act (Government Code sections 6250, *et seq.*), the Town will make an independent determination regarding the applicability of exemptions that have been asserted in properly marked proposals. Proposers are cautioned that improperly marked proposals are subject to disclosure in their entirety, without any independent review by the Town and without notice to the Proposer. If a Proposer fails to identify information in a proposal that the Proposer believes is exempt from disclosure, the Proposer waives any future claim that such information is exempt from public disclosure.

Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this RFP.

### **Proposal Format**

Proposals must be clear, succinct, and not exceed 40 pages or 20 sheets of 8 1/2” x 11” paper of no less than 12-point font. Responses must follow the format outlined herein. The Town may reject as non-responsive, at its sole discretion, any proposal or any part thereof that is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner. Sections should be **tabbed** to identify the location of the required information.

- A. Cover Letter/Letter of Intent
- B. Executive Summary
- C. Project Understanding, Approach and Schedule
  - A statement concerning the ability of the firm to meet required time schedules
  - A detailed outline describing how each would conduct the project
- D. Firm Qualifications, Team Organization, Experience and Certifications/Qualifications
  - Previous experience
  - Present workload (ability to respond)
  - Number of qualified personnel
  - Previous projects and present relationship with Town
  - Ability to perform scope of services (all or a portion of work)
  - Stability of firm
- E. Staff Qualifications
  - A resume of the proposed Project Manager
  - The name of the principal responsible for the work
- F. Subcontractor Qualifications
  - Extent of subcontracting of work
- G. References

- H. Cost Proposal
- I. Additional Requirements

**Proposal Content**

Proposals must contain the following information in the specified order:

**A. Cover Letter/Letter of Intent**

The cover letter shall be addressed to Gina Will and must contain the following:

- Identification of firm, including name, address and telephone number.
- Name, title, address, and telephone number of contact person during period of proposal evaluation.
- Whether the firm qualifies as a Minority Business Enterprise (MBE) or a Women Business Enterprise (WBE) or is within a Labor Surplus Area (SLA). (The Town may request copies of the identified MBE or WBE firm certifications).
- A statement to the effect that the proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- Signature of a person or persons authorized to bind the firm to the terms of the proposal.

**B. Executive Summary**

In a brief narrative, describe the overall approach and plans to meet the requirements of the RFP and provide the scope of services in Section II.

**C. Project Understanding, Approach and Schedule**

Proposer shall provide a statement demonstrating the firm’s understanding of the proposed scope of services and describe its approach in detail in narrative, outline, and/or graph form to accomplishing the scope of services in Section II. A description of each task and deliverable and the schedule for accomplishing each shall be included. The intent of this narrative is to convey to the Town that the Proposer understands the nature of the work and the level of effort necessary to successfully provide the defined services.

**D. Firm Qualifications, Team Organization, Experience and Certifications/Qualifications**

Proposer shall provide information demonstrating the qualifications of the firm and key staff to perform the services identified in Section II. Including previous experience, present workload (ability to respond), number of qualified personnel, previous projects and present relationship with Town, ability to perform scope of services (all or a portion of work) and overall stability of the firm. Provide evidence of the firm’s financial stability, such as current



REQUEST FOR PROPOSALS - Disaster Recovery Management Services

financial statements, and clarify the extent to which the firm intends to provide all or part of the proposed scope of services.

### **E. Staff Qualifications**

Proposers should submit an organizational chart illustrating team members and relationships for individuals who will be providing services to the Town. Included with the organizational chart should be resumes stating the qualifications (including education and years of experience with disaster recovery operations) of the proposed staff members. Listed below are the positions that should be included in the organizational chart. Additional consideration will be given during the evaluation process to team members whose years of experience meet or exceed the number in parentheses next to the position.

- Project Executive (15 yrs.)
- Project Manager (10 yrs.)
- Project Accountant (5 yrs.)
- Closeout Specialist (5 yrs.)

### **F. Subcontractor Qualifications**

The Town desires to enter into an agreement with one Proposer that will be responsible for all defined services. If the Proposer plans on using subcontractors as part of its implementation plan, then provide each subcontractor's profile, name, address, telephone number and email address. Define the responsibilities and give a description of the services to be provided by each subcontractor. Describe the firm's business and reporting relationship with each subcontractor. Identify certified Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) firms, if any. Include references and resumes for all third-party subcontractors in the proposal.

The Town has the right to accept or reject any changes made to the proposed project team members, including the use of subcontractors. The Town may request copies of the identified MBE or WBE firm certifications.

### **G. References**

Provide a list of municipalities/counties for which your firm has provided similar services in the last 3 years. Any reference on the list may be contacted as part of the evaluation process. A minimum of three references is required. Each reference should include the following information.

- Name of Organization and Contact
- Title of Contact
- Address (delivery and email)
- Telephone Numbers

## H. Cost Proposal

Proposer should submit a proposal setting forth the defined costs for services. Proposed costs must include hourly rates as set forth the Cost Proposal Form attached hereto as Attachment B.

## I. Additional Requirements

- Attachment A, Proposal Certification, must be completed and submitted with the firm's proposal.
- Attachment C, Debarment and Suspension Certification, must be completed and submitted with the firm's proposal.
- Attachment D, Anti-Lobbying Certification, must be completed and submitted with the firm's proposal.
- Proposer shall provide a statement indicating the firm has reviewed the Town's proposed Professional Services Agreement, (Attachment E), and all attachments thereto, and is able to meet the agreement's requirements. The statement shall also identify any exceptions to the terms of the agreement, and if no exceptions taken, state none.

## IV. SELECTION

### Selection Criteria

The following selection criteria will be used to evaluate and select responsible firm(s) possessing the ability to successfully perform the desired services under the terms and conditions of the proposed agreement. The criteria will include, among others, firm integrity, compliance with public policy, record of past performance, and financial and technical resources to provide the requested services, and include:

- Quality of Proposal;
- Quality of organization and experience of individuals to be assigned to perform the required services;
- Demonstrated success in providing services of a similar nature in a similar context/setting;
- Qualifications and structure of project management team, relationships between management team and corporate management, and internal controls;
- Previous experience, past practice and prior performance providing post-disaster financial recovery services following incidents of similar size, especially to local government;
- Successful prior operation and administration of FEMA disaster recovery and public

- assistance programs for local government;
- Demonstrated expertise in implementing and maintaining post disaster financial recovery programs, including the development and use of performance measures and benchmarking;
- Financial and technical resources to provide the requested services;
- Firm integrity, compliance with public policy; and
- Demonstrated expertise in designing and using data management systems to assure accurate data collection, analysis and reporting;
- References whom the Town may contact regarding past practices and prior performance; and
- Cost evaluated on the basis of best value to the Town of Paradise.

### **Panel Review**

A panel of Town staff members and such other parties as the Town deems necessary (Panel), will conduct an initial “Pass/Fail” review of all proposals to check for completeness and compliance with RFP requirements. Proposals that have been determined to be complete and in compliance with the RFP requirements will undergo further evaluation by the Panel. Proposals that are not complete or are not in compliance with RFP requirements will be disqualified from further evaluation and will be returned to the Proposer along with the reason the firm is no longer being considered.

The Panel will review all proposals from firms that have not been disqualified, using the criteria above. The Panel may consider additional sub-criteria beyond those listed that are discovered during the review of the various proposals. The Panel may elect to identify the top proposals and invite the top tier of Proposers to an interview in a Town Office in Paradise, California, at no cost to the Town. The number of Proposers selected for a Panel interview will be at the sole discretion of the Panel. Upon conclusion of interviews, the Town may request Best and Final offers. Based on the initial proposals, the Panel interview, and best and final offers if requested, the Panel will select the proposal which best fulfills the Town’s requirements and is deemed to offer the best value to the Town. Because the proposed agreement is negotiable, all proposals will remain confidential until after negotiations are complete except as required otherwise by the California Public Records Act.

Evaluation of the proposals is expected to be completed within 7 days after receipt. Quoted costs and rates must be held firm for 90 days after the Deadline. The Town reserves the right to make an award based on a proposal alone without interview of Proposers. The Town shall not be bound or in any way obligated until both parties have executed an agreement. The Town also reserves the right to delay the award of an agreement or not award an agreement. The RFP may be awarded by individual task or total proposal, whichever is most advantageous to the Town.



REQUEST FOR PROPOSALS - Disaster Recovery Management Services

Attachments:

ATTACHMENT A - PROPOSAL CERTIFICATION

ATTACHMENT B - COST PROPOSAL FORM

ATTACHMENT C - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

ATTACHMENT D - CERTIFICATION REGARDING LOBBYING

ATTACHMENT E - TOWN OF PARADISE PROFESSIONAL SERVICES "SAMPLE" AGREEMENT

ATTACHMENT F - FEDERAL PROVISIONS

ATTACHMENT G - INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES AGREEMENTS

**ATTACHMENT A**

**PROPOSAL CERTIFICATION**

**Proposers Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

By signing above, I Certify that I have carefully read and fully understand the information contained in this RFP and any addenda thereto; and that I have the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted and have the authority to sign the proposal on behalf of my firm.

BY (Printed): \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**ATTACHMENT B**  
**COST PROPOSAL FORM**

The Town prefers to issue-fixed price or cost reimbursement type agreements. All non-labor related costs and other than direct costs will be billed to the Town at cost without mark-up.

<u>POSITIONS</u>	<u>HOURLY RATES</u>
Project Executive	\$ _____
Subject Matter Expert	\$ _____
Project Manager	\$ _____
Project Accountant	\$ _____
Senior Closeout Specialist	\$ _____
Closeout Specialist	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates and attach a job description and required years of experience for each position.



**ATTACHMENT C**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R part 180, Debarment and Suspension, and 2 C.F.R. § 200.213. Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION,  
READ INSTRUCTIONS ON PAGES TWO AND THREE BELOW)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Firm Name:

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Name and Title of Authorized Representative:

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Signature of Authorized Representative:

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Date:

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ATTACHMENT C – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

### **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out on page one.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

#### **ATTACHMENT C – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**ATTACHMENT D**

**CERTIFICATION REGARDING LOBBYING**

The undersigned [insert name] certifies, to the best of his or her knowledge, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

REQUEST FOR PROPOSALS - Disaster Recovery Management Services

Signature of Contractor's Authorized Official:

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Name and Title of contractor's Authorized Official:

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Date:

---

**ATTACHMENT E**

**TOWN OF PARADISE  
PROFESSIONAL SERVICES AGREEMENT  
WITH [NAME OF CONTRACTOR]**

This "Agreement" is made as of this \_\_\_\_day of\_\_\_\_\_, 2019 [leave date blank until all parties have signed or until Council approves], by and between the Town of Paradise, a municipal corporation ("Town"), and [add Contractor's full name, for example, "XYZ Sales Corporation" or "ABC Consulting, LLC" or "ABC Enterprises, LP" or "John Smith, dba Smith Consulting"], a [add type of legal entity and state of entity formation or incorporation, for example, a "California Corporation" or a "Delaware Limited Liability Company" or a "Nevada Limited Partnership" or a "sole proprietor"] ("Contractor").

**RECITALS**

A. Town desires to [enter brief description of the task or project that is intended to be completed through this Agreement].

B. Town desires to retain a responsible and qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to this Agreement.

C. Contractor represents to Town that it is a responsible firm composed of highly trained professionals with the ability and skills necessary to successfully perform the services hereunder under the terms and conditions of this Agreement.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

**AGREEMENT**

**NOW, THEREFORE,** Town and Contractor agree as follows:

**1. SCOPE OF SERVICES**

Contractor shall provide to Town the services described in Exhibit A ("Scope of Services") [attach either Town's description of the services to be provided or Contractor's proposal and mark as Exhibit A]. Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

**2. COMPENSATION**

a. Town shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Contractor shall submit monthly statements to Town which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall Town be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of [enter maximum amount in written and numeric form, for example – "ten-thousand, five-hundred dollars and no cents (\$10,500.00)"]. Contractor acknowledges and agrees that it exceeds the maximum compensation under this Agreement at its own risk. The Town's Administrative Services Director is authorized to pay all proper claims from Charge Number [enter IFAS charge number].

### **3. DOCUMENTATION; RETENTION OF MATERIALS; ACCESS TO RECORDS**

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate.

c. Contractor shall maintain the records and any and all other records pertinent to this Agreement for a period of four (4) years after completion of all services hereunder.

d. Contractor agrees to provide Town, the State of California, the Federal Emergency Management Agency ("FEMA") Administrator, the Comptroller General of the United States, and any or all of their authorized representatives, access to any books, documents, papers, and records of Contractor which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

e. Contractor agrees to permit all or any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

f. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to work sites pertaining to the services being performed under this

Agreement.

#### **4. INDEMNITY**

a. Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless Town, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of Town.

b. The existence or acceptance by Town of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of Town's rights under this Section 4, nor shall the limits of such insurance limit the liability of Contractor hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 18(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

#### **5. INSURANCE**

a. Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for Town's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide Town notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by Town as a material breach of this Agreement by Contractor, whereupon Town shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of Town pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to Town under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Contractor agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Contractor agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

#### **6. ASSIGNMENT**



Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of Town, in Town's sole and absolute discretion. Contractor agrees that the Town shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

## 7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

Town Representative:

Contractor Representative:

[Include name of Project Manager]  
[Include Address and Telephone and  
Facsimile Number]

[Include name of Project  
Manager]  
[Include Address, Telephone and  
Facsimile Number]

## 8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of Town. Town is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold Town harmless from any and all claims that may be made against Town based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of Town as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use Town facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the Town does not require that Contractor use Town facilities, equipment or support services or work in Town locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision,

and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between Town and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

## **9. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid in accordance with the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

## **10. SUCCESSORS AND ASSIGNS**

Town and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

## **11. TERM, SUSPENSION, TERMINATION FOR CONVENIENCE AND CAUSE**

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. Town shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If Town gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. Town shall have the right to terminate this Agreement for convenience at any time upon written notice of termination to Contractor. Upon such termination, Contractor shall submit to Town an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. Town shall pay Contractor for any services for which compensation is owed; provided, however, Town shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to Town all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of Town without additional compensation to Contractor.

d. Town shall have the right to terminate this Agreement for cause upon written notice to Contractor following an Event of Default. The following shall be "Events of Default" hereunder and the term "Event of Default" shall mean, whenever it is used herein, any one or more of the following events:

(i) The failure by Contractor to perform any obligation under this Agreement, which by its nature Contractor has no capacity to cure;

(ii) The failure by Contractor to perform any other obligation under this Agreement, if the failure has continued for a period of ten (10) days after the Town demands in writing that Contractor cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, Contractor may have a longer period as is necessary to cure the failure, but this is conditioned upon Contractor's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure. Contractor shall indemnify and defend the Town against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(iii) Any of the following: A general assignment by Contractor for the benefit of Contractor's creditors; any voluntary filing, petition, or application by Contractor under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise;

(iv) The appointment of a trustee or receiver to take possession of all or substantially all of Contractor's assets; or the attachment, execution or other judicial seizure of all or substantially all of Contractor's assets or of Contractor's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Contractor, or any general partner of Contractor if Contractor is a partnership, or

(a) a petition to have Contractor, or any partner of Contractor if Contractor is a partnership, declared bankrupt, or

(b) a petition for reorganization or arrangement of Contractor under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days.

(v) Any representation or warranty related to this Agreement made by any agent of Contractor is determined to have been false or misleading in any material respect at the time made.

## 12. REMEDIES UPON DEFAULT

This Section 12 shall apply in the event the amount payable under this Agreement exceeds the simplified acquisition threshold as determined pursuant to section 1908 of title 41 of the United States Code, or \$150,000, whichever amount is greater.

a. Remedies on Event of Default. Upon the occurrence of an Event of Default as defined in Section 11, Town shall have the right upon written notice to Contractor, in addition to any other rights or remedies available to Town at law or in equity, to:

(i) Terminate this Agreement and all rights of Contractor under this Agreement, (ii) Continue this Agreement without terminating the Agreement, or (iii) Temporarily suspend Contractor's performance hereunder, in whole or in part, and recover from Contractor the aggregate sum of;

(1) any amount necessary to compensate Town for all the detriment caused by Contractor's failure to perform its obligations or that, in the ordinary course of things, would be likely to result from its failure; and

(2) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California or Federal law.

(b) None of the previous remedial actions, alone or in combination, shall be construed as an election by Town to terminate this Agreement unless Town has in fact given Contractor written notice that this Agreement is terminated or unless a court of competent jurisdiction decrees termination of this Agreement. If Town takes any of the previous remedial actions without terminating this Agreement Town may nevertheless at any later time terminate this Agreement by written notice to Contractor.

(c) After the occurrence of an Event of Default, the Town, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Contractor. However, Town must by prior notice first allow Contractor a reasonable opportunity to cure, except in cases of emergency, where Town may proceed without prior notice to Contractor. Contractor shall, upon demand, immediately reimburse Town for all costs, including costs of settlements, defense, court costs, and attorneys' fees that Town may incur in the course of any cure.

(d) No security or guaranty for the performance of Contractor's obligations that Town may now or later hold shall in any way constitute a bar or defense to any action initiated by Town for enforcement of any obligation of Contractor or for the recovery of damages caused by an Event of Default.

(e) Except where this is inconsistent with or contrary to any provisions of this Agreement, no right or remedy conferred upon or reserved to Town is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute. Except to the extent that Town may have otherwise agreed in writing, no waiver by Town of any violation or nonperformance by Contractor of any obligations, agreements, or covenants under this Agreement shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by Town to exercise a remedy for any violation or nonperformance by Contractor be deemed a waiver by Town of the rights or remedies with respect to that violation or nonperformance.

(f) Indemnification. The exercise of Town of any one or more of the remedies set forth in this Section 12 shall not affect the rights of Town or the obligations of Contractor under the indemnity provisions set forth in Section 4 hereof.

(g) No Remedy Exclusive. No remedy herein conferred upon or reserved to Town is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Town to exercise any remedy reserved to it in this subsection it shall not be necessary to give any notice, other than such notice as may be required in this Section or by law.

(h) Notice of Default. Contractor agrees that, as soon as is practicable, and in any event within ten (10) days after such event, Contractor will furnish Town notice of any event which is an Event of Default under this Agreement, or which with the giving of notice or the passage of time or both could constitute an Event of Default under this Agreement, which has occurred and is continuing on the date of such notice, which notice shall set forth the nature of such event and the action which Contractor proposes to take with respect thereto. Each subcontract shall include the provisions of this subsection (h) to require each subcontractor of Contractor to provide Town notice of any Event of Subcontractor Default in the same manner as required hereunder of Contractor for an Event of Default.

### **13. TIME OF PERFORMANCE**

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Contractor shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of Town, not later than **[enter expected completion date]**.

### **14. STANDARD OF PERFORMANCE**

Contractor shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. All products of whatsoever nature that Contractor delivers to Town shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any schedule of performance. Contractor shall assign only competent personnel to perform services under this Agreement. Contractor shall notify Town in writing of any changes in Contractor's staff assigned to perform the services under this Agreement prior to any such performance. In the event that Town, at any time, desires the removal of any person assigned by Contractor to perform services under this Agreement, because Town, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from Town of the desire of Town for the removal of such person.

### **15. CONFLICTS OF INTEREST**

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of Town or that would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of Town. Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Town at all times

during the performance of this Agreement.

## 16. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The Town's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the Town's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the Town's Conflict of Interest Code:

yes  no

If "yes" is checked by the Town, Contractor shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants;" and
- (2) Cause these individuals to file with the Town Clerk the assuming office statements of economic interests required by the Town's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the Town Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the Town's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The Town may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

## 17. CONFIDENTIALITY OF TOWN INFORMATION

During performance of this Agreement, Contractor may gain access to and use Town information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "Town Information") that are valuable, special and unique assets of the Town. Contractor agrees to protect all Town Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any Town Information to any third party without the prior written consent of Town. In addition, Contractor shall comply with all Town policies governing the use of the Town network and technology systems. A violation by Contractor of this Section 17 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**18. CONTRACTOR INFORMATION**

a. Town shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by Town.

b. Contractor shall fully defend, indemnify and hold harmless Town, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. Town shall make reasonable efforts to notify Contractor not later than ten (10) days after Town is served with any such claim, action, lawsuit or other proceeding, provided that Town's failure to provide such notice within such time period shall not relieve Contractor of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Contractor by Town, whether received in connection with Contractor's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to Town, Town shall give notice to Contractor of any request for the disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the Town, satisfactory to the Town Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by Town in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Contractor to respond to the notice provided by Town and/or to enter into an agreement with Town, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and such information shall be disclosed by Town pursuant to applicable procedures required by the Public Records Act.

**18. FEDERAL PROVISIONS**

Contractor shall comply with the provisions in Exhibit C to this Agreement. In the event of a conflict between any provision in Exhibit C and any other provision of this Agreement, the more stringent provision shall control and prevail.

**19. GENERAL PROVISIONS**

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Contractor shall pay to Town when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Paradise Town Code. Town may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Contractor agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California and Federal law. Venue of any litigation arising out of or connected with this Agreement shall lie in the state trial court in Butte County in the State of California or the United States District Court, Northern District of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

f. Waiver of Rights. Neither Town acceptance of, or payment for, any service or performed by Contractor, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

## 20. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to Town that it is (a) a duly organized and validly existing [enter type of entity], formed and in good standing under the laws of the State of [enter state of formation for corporations, LPs and LLCs], (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.



REQUEST FOR PROPOSALS - Disaster Recovery Management Services

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

**CONTRACTOR:**

**TOWN OF PARADISE**

a Municipal Corporation

Name of Firm: \_\_\_\_\_

TYPE OF BUSINESS ENTITY (*check one*):

- \_\_\_\_\_ Individual/Sole Proprietor
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Corporation
- \_\_\_\_\_ Limited Liability Company
- \_\_\_\_\_ Other (please specify: \_\_\_\_\_)

By: \_\_\_\_\_

Print

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Signatures of Authorized Persons:*

APPROVED AS TO FORM:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Office of the Town Attorney

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Town Clerk

Town of Paradise Business Tax Cert. No.

\_\_\_\_\_

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services
- Exhibit B - Compensation
- Exhibit C - Federal Provisions

**ATTACHEMENT F**

**FEDERAL PROVISIONS**

**A. Definitions**

1. Government means the United States of America and any executive department or agency thereof.
2. FEMA means the Federal Emergency Management Agency.
3. Third Party Subcontract means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

**B. Federal Changes**

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, included but not limited to those requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by this reference. Contractor's failure to so comply shall constitute a material breach of this Agreement.
2. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**C. Compliance with the Contract Work Hours and Safety Standards Act.**

Pursuant to section 3701 of title 40 of the United States Code, this Section A shall apply to Contractor in the event the amount payable under this Agreement exceeds \$100,000 and may involve the employment of mechanics or laborers.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work 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.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 (1) of this section, in the sum of \$10 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 (1) of this section.

3. Withholding for unpaid wages and liquidated damages. Town 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 moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime 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 (2) of this section.
4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**D. Clean Air Act and Federal Water Pollution Control Act**

This Section B shall apply in the event the amount payable under this Agreement exceeds \$150,000.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*
2. Contractor agrees to report each violation to Town and understands and agrees that Town will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*
2. Contractor agrees to report each violation to Town and understands and agrees that Town will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**E. Suspension and Debarment**

1. This Agreement is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension." Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs under executive Order 12549.
3. Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C and title 2 Code of Federal Regulations, part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by Town. If it is later determined that Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of California and the Town of Paradise, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**F. Procurement of Recovered Materials**

1. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
  - b. Meeting Agreement performance requirements; or
  - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpq-program>.

**G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal

appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **H. MBE/WBE REQUIREMENTS**

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:
  - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - f. Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

## **I. MISCELLANEOUS PROVISIONS**

1. DHS Seal. Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
2. FEMA Assistance. Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement only. Contractor shall comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
2. Federal Government Not Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to Town, Contractor, or any other party pertaining to any matter resulting from this Agreement.

3. False Claims. Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

**J. Equal Employment Opportunity**

During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued

REQUEST FOR PROPOSALS - Disaster Recovery Management Services

pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**ATTACHMENT G  
INSURANCE REQUIREMENTS FOR  
PROFESSIONAL SERVICES AGREEMENTS**

**A. Insurance Policies:** Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the Town.

<b>Insurance</b>	<b>Minimum Coverage Limits</b>	<b>Additional Coverage Requirements</b>
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. <b>Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.</b>
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 2 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Town for all work performed by the Contractor, its employees, agents and subcontractors.

**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the Town in accordance with the policy provisions.



2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
    - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by Town shall be excess of the Contractor's insurance and shall not contribute with it; and,
    - b. **The Town of Paradise, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- C. Verification of Coverage and Certificates of Insurance:** Contractor shall furnish Town with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the Town before work commences and must be in effect for the duration of the Agreement. The Town reserves the right to require complete copies of all required policies and endorsements.
- D. Other Insurance Provisions:**
1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
  2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
  3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or Town. Self-insured retentions above \$10,000 must be approved by Town. At Town's option, Contractor may be required to provide financial guarantees.
  4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
  5. Town reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

# Proposal for Disaster Recovery Management Services

Prepared for the Town of Paradise, CA

Ernst & Young LLP

Allen Melton

560 Mission Street, Suite 1600

San Francisco, CA 94105

+1 817 706 7108

allen.melton@ey.com

December 19, 2018

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Ernst & Young LLP (the "US firm") is submitting this proposal to the Town of Paradise, CA for Disaster Recovery Management Services. Information in these materials relating to our approach or methodologies is confidential and proprietary to Ernst & Young LLP and/or EY.



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www.ey.com

Gina Will  
Administrative Services Director/Town Treasurer  
Town of Paradise  
5555 Skyway  
Paradise, CA 95969

December 19, 2018

**RE: Proposal to provide Disaster Recovery Management Services to the Town of Paradise**

Dear Ms. Will:

Ernst & Young (“EY”) is pleased to submit this proposal to provide disaster recovery management services to the Town of Paradise (“the Town”) as a result of the November 2018 wildfires, specifically the Camp Fire, and any future disasters.

We believe EY is uniquely qualified to assist the Town with the scope of work described in this RFP based on both the deep knowledge of the proposed team and the specific understanding our team has developed from assisting other sub-recipients with similar recovery challenges. We are the right team to assist the Town of Paradise achieve these goals in **Reimagining Paradise**:

- ▶ Understanding your needs. The impacts to the Town from the Camp Fire are devastating. While the recovery from such an event will be a long-term process, our executive team can assist you with our experience in complex housing needs, debris management, and multiple funding from insurance, Federal and State programs, and donated resources. Our team has “been there” from the start to assist the Town. Our executive leadership team includes a former Federal Coordinating Officer and Recovery Division Director, FEMA Chief Financial Officer, DHS and HUD Office of Inspector General Senior leadership, insurance company forensic accountants and adjusters and Certified Public Accountants. The decades of experience from this group will assist you in developing appropriate strategies to meet your needs, maximize and expedite financial recovery by a thorough understanding of the different funding opportunities and interplay of the funding sources. Further, with our experience across federal disaster recovery grants, we can assist you in reducing the risk of deobligations.

- ▶ Building on our recent experience to expedite **your** recovery. You will benefit from our recent experience assisting the City of Santa Rosa, Sonoma County, and Santa Barbara County with financial recovery from wildfires. Our current experience with urban wildfire issues will add efficiency and expedite the Town's recovery.
- ▶ Understanding the political landscape to navigate the complexities of recovery. Our working relationship with CalOES, FEMA Region IX, FEMA Headquarters, HUD, and Insurance stakeholders will assist you in navigating critical issues across the spectrum of expected issues and those issues that are not anticipated.
- ▶ Maximizing the various recovery funding sources to increase the benefit to you. Our experience in the various funding sources will be critical in the journey of recovery. First, bringing the right team to navigate the complexities of your property damage and business interruption insurance claim will set the stage of the Town's recovery. Second, our team has experience working through FEMA's new Public Assistance delivery model in satisfying the demands of documentation, adherence to timelines, and navigating the grants portal. Third, and most importantly, our first-hand experience in the implementation of 404, 406 mitigation projects and 428 projects will assist you in reimagining the Town's infrastructure. After such a catastrophic event, the "opportunity" is to **reimagine infrastructure** throughout the Town, rebuild **stronger** and **enhance the resiliency** of the community.

The following proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal. Due to the nature and size of our firm, EY is not a Minority Business Enterprise (MBE) or a Women Business Enterprise (WBE) or within a Labor Surplus Area.

The EY team brings the right skills to navigate an extremely complex recovery from damages inflicted by the Camp Fire. If you have additional questions beyond what is addressed in this proposal or need more information, please contact me at +1 817 706 7108 or allen.melton@ey.com. Thank you for the opportunity to provide our proposal to serve the Town of Paradise.

Yours sincerely,



Allen Melton  
Partner  
Americas Practice Leader - Insurance & Federal Claims Services

# B. Executive Summary

EY’s Insurance & Federal Claims Services (“IFCS”) practice is a group of professionals dedicated to assisting governmental, nonprofit and corporate entities to expedite financial recovery and mitigation efforts after catastrophic loss through insurance claims and FEMA, HUD, and other federal disaster grant programs. We combine our experience in recovery with our deep knowledge of grant programs to assist our clients in identifying the available financial resources and mitigation options. We use this experience to support our clients in applying for and using recovery and mitigation funding, with a constant eye on complying with the associated legal, regulatory and programmatic requirements.

We believe EY is uniquely qualified to assist the Town of Paradise (the “Town”) with the scope of work described in Request For Proposal (“RFP”) based on our deep knowledge and experience and our understanding of your recovery needs we have developed from assisting other sub-recipients with similar wildfire recovery challenges. EY has also assisted other municipalities and counties with financial recovery from wildfire disasters using a variety of available funding sources, including insurance, FEMA’s Public Assistance and Hazard Mitigation programs, and HUD’s Community Development Block Grant - Disaster Recovery (“CDBG-DR”) program.

## Experience

- ▶ **Understanding your needs and challenges.** While the recovery from the Camp Fire will be a long-term process, our executive team can assist with complex housing needs, debris management issues, and how to coordinate multiple funding sources (insurance, Federal programs, and donated resources). Our team has been on the front lines in supporting recovery as decision makers at the Federal, State and local levels and will bring this experience to assist the Town. Our executive leadership team includes a former Federal Coordinating Officer and Recovery Division Director, DHS and HUD OIG Senior leadership, and insurance company forensic accountants and adjusters. The decades of experience our team brings will assist the Town in developing appropriate strategies to maximize and expedite financial

Our goals for supporting the Town through the recovery process are:

- ▶ Strategic planning and critical thinking in facing the many challenges of disaster recovery
- ▶ Maximize financial recovery from multiple funding sources and efficiently planning for those funding sources
- ▶ Accelerate recovery through expedited funding and effective cash management-a holistic view of recovery
- ▶ Develop a compliant grant process through the grants lifecycle to reduce the risk of deobligations from regulatory agencies or their respective OIGs.

recovery by a thorough understanding of the different funding opportunities and interplay of various funding sources. EY's experience reduces the risk of deobligations, helping the Town establish processes compliant with law, regulation, and policy in order to assist in retaining eligible federal disaster grant funding through closeout and any potential GAO or OIG audits.

EY's experience will assist with **strategic planning** and **critical thinking** associated with disaster recovery allowing the Town to **maximize financial recovery** from multiple funding sources. This includes assessing the current infrastructure in the Town and assisting with reimagining a stronger, more resilient community. In addition, we will assist the Town in assessing different funding opportunities and resources to enhance waste water systems, reestablishing emergency response communications equipment, and other improvements that will significantly enhance the Town's resiliency.

- ▶ **Building on our recent experience.** We are currently assisting the City of Santa Rosa and recently assisted Sonoma County with their recovery efforts following the Tubbs Wildfire (October 2017). We are also assisting the County of Santa Barbara with its recovery from the Thomas Fire (December 2017). Not only do our team members

understand the current FEMA PA process as it directly relates to urban wildfires in California, but also have insights into CalOES and FEMA Region IX's programmatic implementation of the programs. We understand the needs of the sub-recipients in California and can

Our select experience, at the local level, includes:

- ✓ City of Santa Rosa, CA
- ✓ Sonoma County, CA
- ✓ Santa Barbara County, CA
- ✓ City of Jacksonville, FL
- ✓ Texas Division of Emergency Management
- ✓ Florida Department of Emergency Management
- ✓ Long Island Power Authority
- ✓ New York School Construction Authority

leverage our knowledge gained to assist the Town with successful management of the FEMA Public Assistance (PA) process in order to expedite funding, while at the same time, assisting the Town with providing oversight of disaster management programs for compliance with federal rules and regulations.

- ▶ **Understanding of the new FEMA PA Delivery Model.** Starting in the fall of 2017, CalOES implemented the new PA Delivery Model. Through our work with California sub-recipients to provide grant management services and assistance with recovery from the 2017 wildfires, the EY team has developed good working relationships with both FEMA and CalOES representatives. Our team members have also assisted hundreds of recipients and sub-recipients in other states, including many in Texas and Florida after Hurricanes Harvey and Irma, to understand and comply with requirements of the new Delivery Model. We have helped these entities develop and manage processes to meet required deadlines

and provide compliant deliverables. The new Delivery Model follows a defined process flow, and the EY team has developed significant experience in assisting clients through every phase of the process. We can use this knowledge to help the Town work with FEMA through the recovery and grant management process efficiently.

- ▶ **Maximizing the various funding sources to increase the benefit to you.** Our experience in the various funding sources will be critical. First, bringing the right team to navigate the complexities of insurance claims will set the stage for the Town's recovery. Second, the EY Team has experience working through FEMA's new PA Delivery Model in satisfying the demands of documentation, adherence to timelines, and navigating the grants portal. Third, and most importantly, our first-hand experience in the implementation of 404, 406 mitigation projects and **428 projects will assist the Town in reimagining the community.** After such a catastrophic event, the "opportunity" is to reimagine infrastructure throughout the Town, rebuild stronger and enhance resiliency.

Our team includes the first Senate-confirmed Inspector General of the DHS, a former Chief Financial Officer of FEMA and Assistant DHS Inspector General for Emergency Management and Oversight who served as the Special Inspector General for Gulf Coast Hurricane Recovery in the aftermath of Hurricane Katrina and other former Federal and State senior executives.

Our Project Manager has served as a FEMA Federal Coordinating Officer (FCO) and the Recovery Division Director for FEMA Region VI. As an FCO, he led 13 Presidential declarations across the nation. As the Recovery Division Director, he was responsible for the implementation of the Public Assistance and Individual Assistance programs, as well as leading the Declaration process for the largest FEMA region in the nation.

Our team brings unique experience, knowledge and an understanding of the FEMA PA Program, which gives the Town an advantage in maintaining a successful grants management program. Failure to comply with applicable laws and regulations can result in sizable refunds and increased scrutiny by oversight agencies.

The **Right Team** to assist you in maximizing funding:

- ▶ Senate confirmed Inspector General and FEMA CFO
- ▶ Former FCO and Recovery Division Director
- ▶ Former Insurance Company Forensic Accountants and Adjusters
- ▶ Experience, knowledge, and understanding of Insurance, PA, HMGP, CDBG-DR





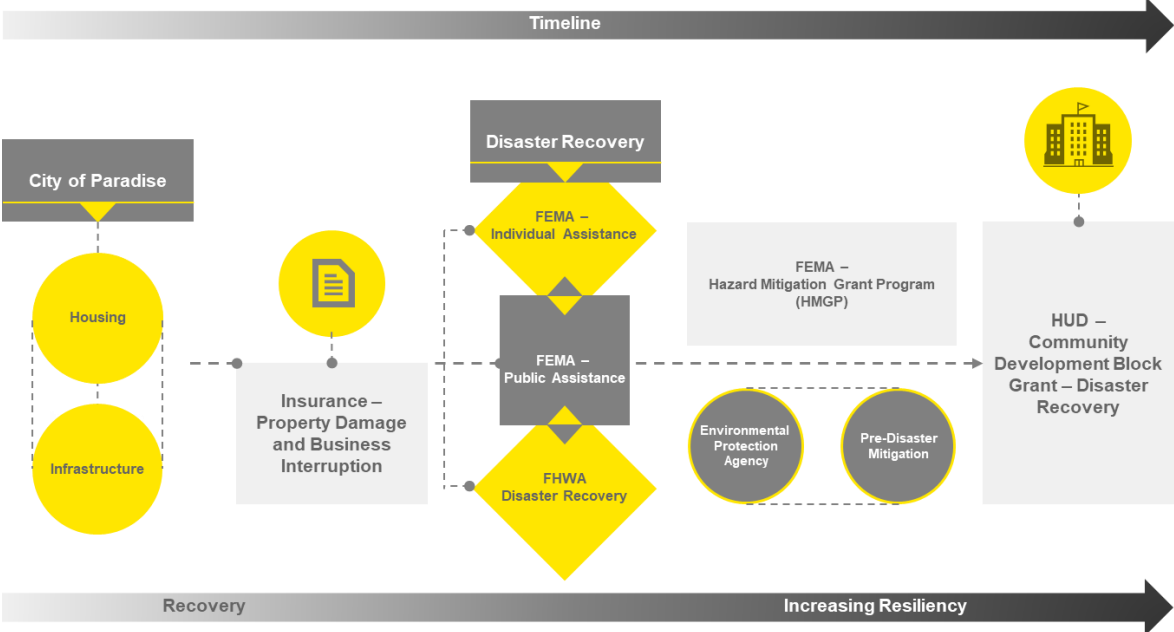
## Commitment

EY is committed to helping the Town achieve its goals of providing individualized attention and support to the fire survivors, while maximizing the opportunity to rebuild and reimagine the Town's infrastructure, communication system, and community after the November 2018 wildfires. We have significant experience in working with California governmental entities and have the capacity to provide additional local resources as needed to help the Town achieve its objectives.

# C. Project Understanding, Approach and Schedule

EY’s unique perspective in the development and management of disaster recovery projects drives our field-proven approach to collect, organize, and analyze data, and develop and maintain tracking systems. This approach is carried out and tracked for each individual project from initial development to project completion and closeout all within a culture of training Town staff for future disasters. Understanding these activities allows us to make recommendations for improving the Town’s claims and reimbursement processes.

For a disaster like the Camp Fire with substantial damage and destruction to the community’s social, environmental, physical and economic infrastructure, the recovery process will be lengthy and very expensive. When a community’s infrastructure has been severely impacted and must be reconstructed, community recovery (short and long-term) entails community redevelopment or revitalization. This presents opportunities to restructure the devastated community or region and simultaneously make it more disaster resistant and/or resilient. Our approach will assist the Town in identifying and maintaining your long term recovery goals in addition to immediate recovery needs. This is coupled with evaluating and considering



all the various funding sources through an overall strategy for recovery, including FEMA disaster recovery programs (PA, IA, HMGP), HUD CDBG-DR, Federal Highway Administration (“FHWA”) and the Environmental Protection Agency (“EPA”).

Our team’s overall approach to disaster recovery is to start with what will be needed

at closeout and work back to make sure that all of the required information is collected and a “clear path to eligibility” is identified. Our approach is implemented by responsible, qualified, and experienced staff that will educate and train Town staff involved with various aspects of the disaster.

## Recovery Strategy and Coordination

### Strategic and Coordination approach

A comprehensive game plan for a Recovery Strategy and coordination with stakeholders is critical to the success of the Town’s recovery. This includes development of a comprehensive game plan to frame the Town’s overall goals and objectives and assessing all the possible Federal Grant programs that are available. This strategy must include the “art of the possible” in assessing current housing requirements, debris management planning and execution, rebuilding or improving existing infrastructure, and planning for integration of multiple funding sources in the overall recovery to incorporate improvements for a stronger, more resilient Town of Paradise.

#### Strategy and Coordination EY can provide:

- ▶ Provide subject matter expertise in representing the Town at meetings such as, but not limited to, the Debris Task Force, Long Term Recovery Steering Group, and Housing Task Force as well as meetings on Insurance, Public Assistance, Hazard Mitigation, and CDBG-DR
- ▶ Provide technical expertise to facilitate and expedite recovery programs
- ▶ Support the Town in developing funding strategies across all funding sources for all projects
- ▶ Identify and analyze funding gaps and shortfalls
- ▶ Assist in integration of recovery efforts across all Town Departments

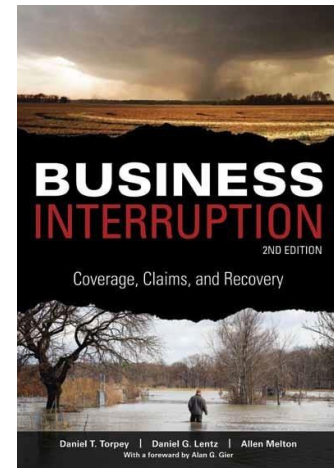
## Insurance

### Insurance approach

Our team’s overall approach involves helping clients to develop a recovery strategy that concentrates on maximizing the amount and timing of insurance proceeds while also avoiding any issue of duplication of benefits with federal disaster grant programs. The interplay between insurance and other Federal grant funding is a very important component of this strategy and understanding how, when and the extent to which these sources will respond is critical to the Town’s overall recovery. We can assist the Town in developing and coordinating a seamless strategy to maximize

recovery on all insurance vehicles. This includes interaction, attending meetings with and supporting the town in discussions with insurance company representatives including adjusters and forensic accountants.

Our practice routinely develops and presents thought leadership materials to risk professionals on a variety of topics ranging from best practices in claims handling to business interruption. We authored *Business Interruption - Coverage, Claims, and Recovery*, 2nd edition, which is the only comprehensive book written about business interruption in approximately twenty years.



### Insurance assistance EY can provide:

- ▶ Assistance in the development of an insurance strategy designed to help the Town meet periodically with the Insurers, present estimates, and obtain advance payments against their loss
- ▶ Work collaboratively with the Town and their broker in developing an understanding of insurance coverage
- ▶ Assist the Town to quantify the overall financial impact of the fire to the community (property damage and business interruption) and present a preliminary loss estimate (“PLE”) to Insurers and their representatives
- ▶ Assist the Town to capture the cost of physical repairs for the property damage portion of the claim
- ▶ Assist the Town in evaluating the magnitude of the business interruption/tax revenue loss
- ▶ Obtain cash advances against the claim helping the Town with cash flow
- ▶ Assist the Town in presenting their positions regarding the quantification of losses to Insurers
- ▶ Support the Town during meetings with the Insurers in drafting the Town’s loss estimates
- ▶ Provide the Town an understanding of the potential magnitude of uninsured loss and incorporate these damages into the FEMA/CDBG-DR strategies
- ▶ Support the Town in providing the Town with resources necessary to identify and capture all areas of loss to be claimed under insurance/FEMA/CDBG-DR
- ▶ Assist the Town in developing an understanding how the recovery process might be viewed by insurance/FEMA/CDBG-DR, the interplay and overlap of these funding sources, and how to maximize each recoverable amount
- ▶ Assist the Town with understanding the interplay between

# Recovery and Mitigation

## Public Assistance approach

Our team’s overall approach is to start with a list of what will be needed at closeout and work backwards to define required information to be collected during each step for a “clear path to eligibility”. Our methods are designed to enhance the level of communication, documentation and proof of loss throughout the reimbursement process to:

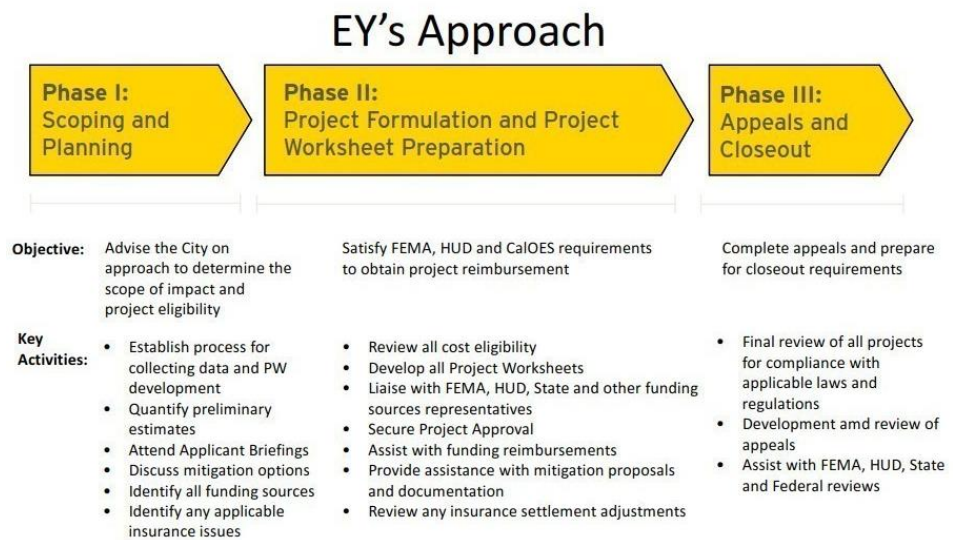
- ✓ Assist our clients in maximizing financial recovery,
- ✓ Better prepare our clients to enter the closeout process and
- ✓ Mitigate the risk of losing funding that the Federal awarding agencies have already paid or obligated.

We assist our clients throughout the process to meet Federal requirements by preparing PWs; assisting with the review of procurement for compliance with relevant guidance; accounting for and reconciling project costs; attending and participating in site visits and

inspections; assisting with the development of detailed damage descriptions and scopes of work; determining whether work was conducted according to the terms and conditions of the grant; and confirming that the required documentation is

included in the project file. We also assist clients in identifying and correcting issues that could potentially lower the risk of de-obligations, including identification of ineligible costs or questioned costs (e.g., costs lacking supporting documentation) and out of scope work.

Technology and transparency are critical components of the PA Program. In addition to Grants portal, EY’s Disaster Grant Manager program is a tool that allows us to develop multiple dashboards that track useful information during the process, including high-level views of project status, dollars obligated and paid, total program dollars by project and category of work, and status of individual projects (i.e. formulation, FEMA review, project status, obligation, closeout, audit status).



## Public Assistance EY can provide:

- 1) Clear understanding of wildfire recovery issues that could directly impact the speed related to financial assistance
- 2) Participate in key meetings, including exploratory call, applicant brief, scoping meeting, and other coordination meetings, to provide technical assistance in program implementation
- 3) Assist the Town in documenting, summarizing, and reviewing damage estimates
- 4) Assist in the preparation of project worksheets, compiling and submission of documentation, submission of essential elements of information, and cost estimates, insurance claims, and other program requirements from project formulation to closeout
- 5) Assist the Town with finance related functions including processing requests for reimbursements, final claims at close out, and direct administrative costs
- 6) Work with the Town to resolve disputes with FEMA, CalOES, or other agencies as necessary, including but not limited to the preparation of appeals
- 7) Develop strategies and help develop administrative processes associated with obtaining and retaining Federal and state grant funding
- 8) Provide technical expertise and knowledge related to the Stafford Act
- 9) Assist the Town in understanding and compliance of Environmental and Historical Preservation law and regulation, and other applicable law, regulation, and policy
- 10) Attend site visits and meetings with the Town, Butte County, FEMA, CalOES and other agency representatives, as necessary
- 11) Provide QA/QC support and general eligibility guidance for all state and federal grant programs
- 12) Provide guidance in recovering reimbursement for the repair and potential replacement of loss infrastructure
- 13) Review procurement procedures for compliance with Federal, state and local procurement regulations
- 14) Provide guidance with all document reporting requirements mandated by FEMA and CalOES
- 15) Establish a database and tracking system for all disaster grant reimbursement funding and insurance proceeds including managing data in the Grants Portal
- 16) Establish reporting mechanisms for periodic status reports that identify and track progress of key issues
- 17) Identify and advise hazard mitigation proposals, grant applications, and cost analysis for interested residential property and non-residential owners

## Public Assistance Lessons Learned: Averting a second disaster: avoiding grant deobligation

Recently, EY authored a handbook titled *Averting a second disaster: avoiding grant deobligation*. To create this thought leadership piece, we drew upon our experiences and the collective knowledge base of our team members, several of whom are former FEMA and Department of Homeland Security officials including individuals from the Office of the Inspector General who have audited and investigated Federal disaster grants. Its purpose is to help entities prepare for and execute successful financial recovery in the event of a disaster.



### Hazard Mitigation approach

EY will provide a full range of support as the Town undertakes the parallel processes of the Hazard Mitigation Grant Program (HMGP) ("404") and Public Assistance mitigation grant programs ("406"). We will assist the Town in all the required aspects of the application process as outlined in the scope with qualified staff to carry out the processes in a fully compliant manner.

We will work with you to confirm that the application criteria are satisfied for those projects that are selected. These include NEPA compliance, cost-effectiveness, and avoiding duplication of programs, among others. Project costs will be developed in coordination with the Town. These will include costs of project development, implementation and maintenance, as well as pre-award costs such as design development and benefit-cost analysis, among others. Costs are developed based on client estimates, open sources, and experience with similar projects. Our team's overall Mitigation approach is to incorporate Mitigation throughout the recovery process. This includes consideration of incorporating mitigating measures for damaged elements of facilities (406 mitigation) and incorporating funding available through the HMGP (404 mitigation) into the overall recovery strategy. While 406 mitigation funding, through the Public Assistance program, the combination of 406/404 mitigation measures can greatly assist building back stronger to enhance the resiliency of the community.

The Town should be aware that even though the current program mitigation funds are related to the wildfires, the projects selected need not be designed to only mitigate fire risks. The Town may choose to apply for projects to mitigate flood or earthquake risk (other hazards may be addressed as well). As directed, we will assist the Town in prioritizing potential projects using our program knowledge and thorough

understanding of risk assessment. We suggest using preliminary benefit-cost analysis as one basis of prioritizing projects. Cost effectiveness is a key program eligibility criterion, and this early step helps meet the requirement, while also supporting the Town's decision-making processes. Our subject matter resources and design engineers will assist the Town with preliminary costing, although this will be refined later upon grant approval - final design and cost development are allowable project costs.



### Hazard Mitigation Assistance EY can provide:

- ▶ Work with the Town to confirm potential and eligible mitigation projects are included in the prioritization listing
- ▶ Discuss potential eligible projects based on the Town's permanent projects
- ▶ Draft "whitepapers" to discuss with FEMA and CalOES on potential 406 mitigation projects
- ▶ Work with CalOES and FEMA on cost benefit analyses, if applicable
- ▶ Support the Town through mitigation funding challenges specific to infrastructure (e.g. typically 406 mitigation is performed during restoration)
- ▶ Coordinate information requests with relevant Town departments
- ▶ Once funding is received, EY can assist with 406 mitigation grant compliance services
- ▶ Discuss potential eligible projects based on HMGP scope requirements
- ▶ Submit new HMGP projects to Town for consideration of priority
- ▶ Assist with the State of California HMGP application process including Notice of Intent forms (NOI) and Benefit Cost Analysis (BCA) submissions
- ▶ Coordinate information requests with relevant Town departments
- ▶ Assist with additional information requests received from the State of California
- ▶ Once funding is received, EY can assist with HMGP grant compliance services



# Community Development Block Grant – Disaster Recovery

## CDBG-DR approach

The HUD CDBG-DR program is complex and requires great attention to detail, especially for communities impacted by significant losses and destruction to housing, infrastructure and economic development. We understand the dynamics of this program both as consultants and former State and Federal employees tasked with implementing similar disaster recovery programs. Our team has developed an experience-based approach and methodology for delivering both small and largescale HUD CDBG-DR programs. We are prepared to assist the Town with every aspect of its CDBG-DR program from design to closeout.

In addition, our proposed design, program delivery, and oversight and compliance services necessitate an understanding of HUD CDBG-DR program requirements. This includes statutory authority, guidance and technical assistance with eligibility requirements, as well as extensive experience and knowledge regarding monitoring and oversight of performance and compliance. These services will require complete understanding of the local players, the Federal Register Notices, the Action Plans and amendments, and other needs and issues unique to the Town and the State of California. Because of our extensive experience in working with the State of California, we know how you do business and how you manage long-term recovery.

Our professionals understand the key rules and regulations specific to CDBG-DR grant management and program implementation, including, but not limited to:

- ▶ HUD national objectives
- ▶ Labor standards, including Davis-Bacon, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kick Back Act, and implementing regulations of the US Department of Labor (29 CFR)
- ▶ Disaster Relief Appropriations Act, 2017-2018 (Pub. L. 115-56)
- ▶ CDBG-DR Federal Register notices
- ▶ CDBG-DR eligible activity criteria and requirements
- ▶ Affirmatively Furthering Fair Housing
- ▶ Procurement
- ▶ Duplication of benefits assessment
- ▶ Financial management and audit experience
- ▶ Documentation and records management
- ▶ Compliance with environmental standards, including HUD's NEPA Implementing Procedures and all HUD Environmental Standards
- ▶ Prevention of fraud, waste and abuse

We have assembled a richly diverse and inclusive, deeply experienced team to assist the Town with this work.

## Understanding the need

The economic revitalization of the Town will require extensive understanding of the HUD National Objectives, Fair Housing Principles, OMB Circulars (2 CFR 200), Stafford Act, 44 CFR, 24 CFR, federal acquisition regulations, HUD guidelines and a myriad of other emergency management laws, as well as practical experience in related disaster programs administered by multiple Federal agencies. This program will require intimate knowledge of local disaster recovery activities unique to California, requirements imposed by HUD, and Federal laws and regulations governing the receipt and disbursement of disaster funds. The EY Team will assist the Town in designing and executing a program in which all activities are allowable under approved Action Plans, address an unmet need consistent with approved Needs Assessment analysis for economic revitalization and meet at least one HUD National Objective.

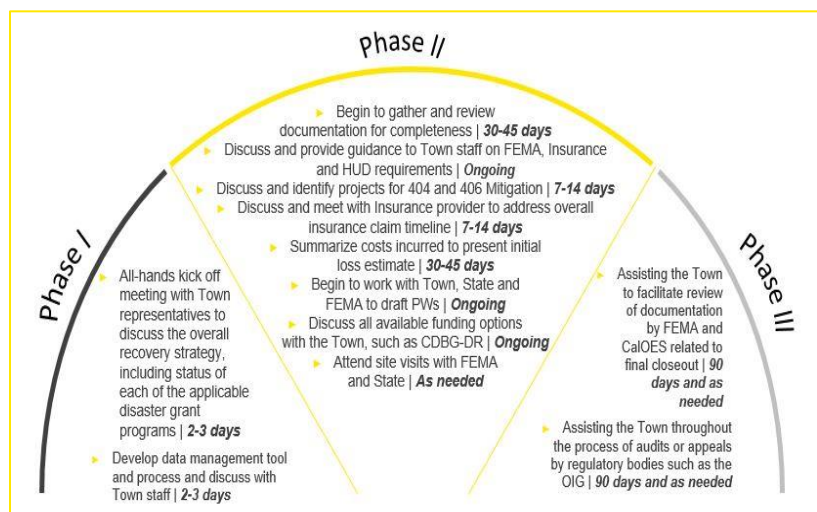
Our experienced staff have conducted Federal grant administration and program analysis of disaster recovery programs in almost every State. In addition, through our team members experience with HUD and Department of Homeland Security (DHS) Offices of Inspector General (OIG), our team has conducted hundreds of audits of Federal grants, including examinations of internal controls and accounting systems used by states and sub-recipients.

Specific to HUD CDBG-DR program implementation and monitoring, our experience includes developing financial management systems, scope of work analysis, duplication of benefits analysis, Davis-Bacon verification and reporting, cost reasonableness analysis, State and sub-grantee drawdown activity, the systems used to account for disaster funding, allowable costs and cost classification, appeals and program and project closeout.

While other firms have experience in one or a couple of these areas, EY has extensive experience in all of these areas.

## Recovery Timeline

This diagram provides our approach to the recovery process which would be tailored to meet the specific needs associated with the Town's wildfire disaster.



# D. Firm Qualifications, Team Organization, Experience, and Certifications / Qualifications

## Our practice

EY's Insurance & Federal Claims Services ("IFCS") practice is a group of professionals dedicated to assisting governmental, nonprofit and corporate entities to expedite financial recovery and mitigation efforts after catastrophic loss through FEMA, HUD, and other federal disaster grant programs and insurance claims. We combine our experience in financial recovery with our deep knowledge of grant programs to assist our clients in identifying the available financial recovery and mitigation options. We use this experience to support our clients in applying for and using recovery and mitigation funding, with a constant eye on complying with the associated legal, regulatory and programmatic requirements.

Our professionals provide clients with decades of FEMA, HUD and insurance claims experience along with established processes, methodologies and

technology to assist organizations in managing the financial function of large disaster recovery and mitigation programs, and assemble claims efficiently to assist in achieving their recovery goals. We provide our clients the right perspective and experience in the insurance recovery and review process so that proceeds are received from the appropriate funding sources and all FEMA, HUD and insurance requirements are met.

Our team includes former DHS, FEMA, and DHS OIG senior executives, forensic accountants, finance professionals and former insurance adjusters experienced in working with recipients and sub-recipients through the financial recovery process.

From the initial kickoff meeting until the project closeout, our focus is on the end goal: assisting applicants not only to identify ways to maximize funding opportunities for eligible costs on the front end, but also to assist in retaining those funds through closeout and any subsequent reviews or audits.

**#1** 2017 DiversityInc Top 50 Companies for Diversity list  
Earning our place in the top 10 for the 9<sup>th</sup> consecutive year and in the top 50 for the 14<sup>th</sup> time, further validating our strong and sustained commitment to diversity and inclusiveness.

**19** consecutive years on the Fortune 100 Best Companies to Work For list

A top **10** On the "100 Best Companies For Working Mothers" list for 11 years in a row

For the **18<sup>th</sup>** year, EY is a Most Admired Knowledge Enterprise Award winner, recognized for creating a knowledge-driven culture.

## Financial Stability

The Partnership is owned by approximately 3,200 US partners and principals and is a member of Ernst & Young Global Ltd., an organization whose locally-owned member firms operate under the “EY” brand name in approximately 150 countries around the world.

The Partnership is a substantial entity, with approximately 40,000 people working in the US. The Partnership’s fiscal year 2016 total revenues, which include expenses billed to clients and amounts billed to other EY member firms (i.e., inter-firm revenues), exceeded US\$12.2 billion.

The Partnership’s financial position as of the end of its 2016 fiscal year (July 1, 2016) was strong, with total assets of US\$3.6 billion, primarily consisting of cash and short-term investments and amounts due from clients which, together, represented approximately 67% of total assets. These quick assets, coupled with significant unused bank lines of credit, provide the Partnership with levels of liquidity more than sufficient to fund our operations as well as our investment needs.

Capital and current accounts (representing the partners’ and principals’ cash in the Partnership), as well as long-term borrowings from various banks and insurance companies, represented approximately US\$1.6 billion at July 1, 2016, of which approximately US\$29 million represents long-term borrowings.

The Partnership’s long-term debt and revolving credit facilities are rated annually by Fitch Ratings, the debt rating agency. Fitch Ratings recently affirmed the Partnership’s ‘AA’ debt rating and its ‘Stable’ Rating Outlook. In reviewing the Partnership’s 2016 annual financial statements, Fitch Ratings, in its letter of November 1, 2016, stated that “The ‘AA’ rating reflects Ernst & Young’s “conservative financial profile, strong and stable cash flow from operations and high client retention rates.” Fitch also stated that the Partnership’s “credit statistics have continued to remain strong as a result of strong cost controls and funded debt levels that remain low compared to operating earnings (measured by earnings before interest, taxes, depreciation and amortization (EBITDA)) and cash flow from operations.” The rating agency defines AA ratings as follows: “ ‘AA’ ratings denote expectations of very low default risk. They indicate very strong capacity for payment of financial commitments. This capacity is not significantly vulnerable to foreseeable events.”

In addition to maintaining a strong financial position, the Partnership maintains a comprehensive professional indemnity insurance program that is continually monitored and modified so as to provide coverage considered appropriate in the current operating environment. We believe our coverage is commensurate with that carried by the other Big Four firms.

We would be pleased to have our finance organization discuss the Partnership’s



financial resources and stability with you at your request.

## Use of Subcontractors

We have included our teaming partner's qualifications in Tab F. ATCS and MPACT Strategic Consulting (MPACT) build on program knowledge across the various disaster recovery programs that will be critical to the Town's recovery. MPACT is a California State State-certified Minority-Owned Business Enterprise (MBE).

## Extensive disaster recovery knowledge and understanding

Wildfire disaster recovery services require extensive understanding of the Stafford Act, Emergency Management and Assistance Regulations (44 CFR), Federal Acquisition Regulations (FAR), FEMA Policy and Guidelines, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR), and a myriad of other emergency management laws, as well as practical experience in related disaster programs administered by FEMA, HUD and other agencies. A successful recovery strategy will require intimate knowledge of local wildfire disaster recovery activities unique to California, the experience of working through requirements imposed by FEMA, and an understanding of the federal laws and regulations governing the receipt and disbursement of disaster funds.

Our team has conducted hundreds of audits of FEMA grants, including reviews of internal controls and accounting systems used by states and sub-recipients. In addition, our experienced staff have conducted FEMA grant administration and program reviews of almost every state. These reviews included Project worksheet accounting, scope of work review, implementation of Section 428, alternate projects, improved projects, emergency protective measures, debris removal, State and sub-grant drawdown activity, the systems used to account for disaster funding, tracking and implementation of Management Costs and Direct Administrative Costs (including management costs under FEMA recent guidance in November 2018), advice and drafting of appeals in the Public Assistance program and project closeout. Our staff has the knowledge and experience to assist the Town to meet State and Federal requirements, and identify and correct issues that could potentially affect funding. Our deep knowledge of disaster funding programs will allow us to assist the Town to identify recovery and rebuilding options, apply for and use recovery funding, and comply with the myriad of legal and regulatory requirements. We will use our experience with disaster management programs and thorough understanding of the roles of stakeholders under the National Response and Recovery frameworks and the Stafford Act, coupled with our financial and insurance industry experience, to successfully assist the Town to achieve its disaster program and long term recovery goals.

***"It's not just how much you get on the front end, it's also what you are able to document and keep on the back end"***

It is critical that recipients and sub-recipients of federal disaster funds spend those

dollars appropriately as the DHS OIG and other Federal Offices of the Inspector General will continue to scrutinize compliance and project eligibility issues.

Failure to comply with applicable laws and regulations can result in increased scrutiny by oversight organizations including the ability to retain grant funding. We have worked on dozens of presidentially declared disasters to assist recipients and sub-recipients to properly account for disaster relief funds, comply with applicable requirements, and obtain reimbursement for response and recovery projects. Along with this experience, the EY Team brings a wealth of FEMA and HUD institutional knowledge to assist recipients and sub-recipients in expediting their disaster recovery process.

We have assisted clients with recovering more than \$30 billion of funding from FEMA, HUD, and insurance as a result of damage from some of the largest recent disasters.

As a result, we understand the key issues and areas of interest to provide assistance to the Town with recovery from the impact of the November 2018 wildfires as well as any other existing, open disaster recovery efforts, and future disasters.

## Past and Current Experience

EY has assisted various state and local agencies with emergency management, appeals, closeout, and other disaster financial recovery assistance. The following is a partial list of the events we were involved in recovering more than \$30 billion of funding from FEMA, HUD, and insurance as a result of damage from some of the largest recent disasters, including:

- ▶ Hurricane Florence
- ▶ Hurricane Harvey
- ▶ Hurricane Irma
- ▶ Hurricane Maria
- ▶ Severe Flooding in TX
- ▶ Hurricane Matthew
- ▶ California Wildfires
- ▶ September 11<sup>th</sup> Attacks
- ▶ Superstorm Sandy
- ▶ Severe Flooding in SC
- ▶ Hurricane Irene
- ▶ Massachusetts Severe Winter Storm, Snowstorm, and Flooding
- ▶ Winter Storm Nemo
- ▶ Winter Storm Stella
- ▶ Hurricane Isaac
- ▶ Hurricane Katrina
- ▶ Hurricane Ike
- ▶ Tropical Storm Lee
- ▶ Hurricane Wilma
- ▶ Severe Flooding, Tornadoes, Landslides & Mudslides in KY
- ▶ Hurricane Ivan
- ▶ Hurricane Francis
- ▶ Hurricane Charley
- ▶ Hurricane Jeanne
- ▶ West Fertilizer Company Explosion
- ▶ Severe Storms, Tornadoes and Flooding in FL

The following is a detailed description of our experience with financial services and disaster recovery for the several of our current clients.

**Name of Client Organization: City of Santa Rosa, CA**

**Description of Engagement / Objectives:** Disaster Recovery Services (December 2017 - present)

**Examples of Value Added and Improvements:** On October 8, 2017, the Tubbs Fire, the largest and most destructive in California history, burned an area between Calistoga and Santa Rosa. By early October 9th, the fire reached Santa Rosa's city limits, destroying approximately 3,000 housing units and 31 businesses. A



Presidential Disaster Declaration was issued on October 10, 2017 making the City of Santa Rosa eligible for disaster assistance available through the Robert T. Stafford Disaster Relief and

Emergency Assistance Act. The U.S. Department of Housing and Urban Development (HUD) has allocated CDBG-DR funds to the State of California Department of Housing and Community Development (HCD) to be distributed statewide to disaster affected areas. EY has assisted the City of Santa Rosa with defining the CDBG-DR and the coordination with HCD and HUD to obtain CDBG-DR funds for use in Santa Rosa. Additionally, EY has assisted the City with understanding funding applications, project implementation, and reporting requirements to State and federal agencies.

**Name of Client Organization: County of Santa Barbara, CA**

**Description of Engagement / Objectives:** Disaster Recovery Services (March 2018 - present)

**Examples of Value Added and Improvements:** EY is assisting the County of Santa Barbara with its financial recovery from the December 2017 Thomas Fire, as well as the debris and mudflow disasters that occurred in early 2018. Our work began with the FEMA and CalOES Recovery Scoping Meeting, and continues in the management of weekly departmental meetings with FEMA and CalOES. In collaboration with the County, FEMA and the State, we have created a system of reviewing and tracking all required documentation to identify achievable deadlines to both quickly provide information to FEMA in the Grants Portal while maintaining accuracy and appropriateness of what is being submitted. This has allowed for County-wide visibility on what has been accomplished, where there may be gaps in information to be provided, and strategy discussions around mitigation as well as next steps with FEMA as the projects are submitted to FEMA's Consolidated Resource Center. Our work has also been expanded to support the County's submission of FEMA 404 Hazard Mitigation Grant Program Notices of Interest, and the development of Benefit Cost Analysis work to support the applications approved



by CalOES. Additionally, DR 4305 and DR 4308 resulted in the need for support in working with FEMA on scope changes and potentially appeals support from EY.

The EY team has provided research support on policy issues for the County, such as the FEMA Section 428 Alternative Grants and development of fringe benefit calculations. We have assisted with applications for other grants such as the Economic Development Administration's Disaster Grant, the California Fish and Wildlife's Proposition 1 grant, Community Development Block Grant-Disaster Recovery data requests from California's Department of Housing and Community Development.

**Name of Client Organization: County of Sonoma, CA**

**Description of Engagement / Objectives:** Disaster Recovery Services (January 2018 - March 2018)

**Examples of Value Added and Improvements:** Under an emergency contract, EY assisted the County of Sonoma with all aspects of its financial recovery as a result of the Tubbs Fire, including FEMA Public Assistance, 406 mitigation, insurance for property damage and business interruption, Private Property Debris Removal, Hazard Mitigation Grant Program (FEMA Section 404)



Notices of Interest applications, and FEMA Section 428 Alternative Procedures grant funding assistance. This assistance included preparing the County for the Recovery Scoping Meeting with

FEMA and CalOES, as well as preparations for weekly meetings to discuss the County-wide Damages Inventory, Damage Descriptions and Dimensions and the Essential Elements of Information as Project Worksheets were being identified. EY also assisted in developing a range of policies with the County, to include:

- ▶ Creation of the Office of Recovery and Resiliency
- ▶ Insurance collection on private property
- ▶ The creation of a disaster reserve fund
- ▶ Tipping Fees and landfill discussions with FEMA on contaminated debris
- ▶ Debris Removal Pilot Program
- ▶ Direct Administrative Cost - assisting in formulation of claims to be FEMA compliant based on the new FEMA guidance for documenting the costs.
- ▶ Development of fringe benefit calculations for force account labor



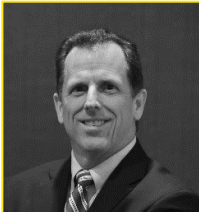
## Additional Qualifications

- ▶ Our team's extensive knowledge and understanding of the FEMA PA and HUD CDBG-DR process gives the Town an advantage in maintaining a successful disaster recovery program. Several of our team members, while with the DHS OIG, have managed and issued multiple comprehensive assessments related to various aspects of FEMA's PA and HUD CDBG-DR programs including, appeals, debris removal, and the overall programs. A sample of the reports issued by our team members include:
  - ✓ DHS OIG report titled "Assessment of FEMA's Public Assistance Program Policies and Procedures" issued on December 8, 2009.
  - ✓ DHS OIG report titled "Opportunities to Improve FEMA's Disaster Closeout Process" issued in January 2010.
  - ✓ DHS OIG report titled "FEMA's Oversight and Management of Debris Removal Operations" issued in February 2011.
  - ✓ DHS OIG report titled "Opportunities to Improve FEMA's Public Assistance Appeals Process" issued in March 2011.
  - ✓ HUD OIG report titled "Reconstruction of Public Housing Damaged by Hurricane Katrina on the Mississippi Gulf Coast" issued on September 1, 2008.
  - ✓ HUD OIG report titled "Evaluation of Community Development Block Grant and Public and Indian Housing Funding of Hurricane Katrina Reconstruction, Biloxi Housing Authority Risk Assessment" issued on January 24, 2008.
- ▶ Our team members have taught numerous seminars directly related to procurement regulations, preparedness and disaster funding. These seminars focus on senior level public safety officials allowing the decision makers to understand the cost associated with "old response habits" and talking to the Return on Investment of correcting these habits.
- ▶ We have professionals who drafted and oversaw the drafting of numerous Stafford Act provisions, related laws and implementing regulations (44 CFR), including those on the PA, Individual Assistance ("IA") and HMGP programs. These professionals also drafted the most recent authorization of the Pre-Disaster Mitigation Program and conducted oversight and investigations of FEMA programs, including the PA, IA and HMGP programs. Our team includes former senior program attorneys at FEMA who have decades of experience providing advice to and working with the PA and IA programs.
- ▶ Our team includes experienced disaster professionals who have worked side by side with FEMA, state and local emergency management officials before, during and after disasters.

# E. Staff Qualifications

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## Resume of Project Manager



### Greg Eaton

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**Senior Manager**

**Project Role - Project Manager**

gregory.w.eaton@ey.com

Greg has extensive experience with the Federal Emergency Management Agency (FEMA), as well as military and financial services industry experience. Greg's diverse experience, including over 30 years of leadership, in government, military, and the financial services industry offers a unique skill set to think critically in strategy development to successful execution of large and demanding projects. His experience and perspectives has led to challenging roles such as the FEMA Region 6 Recovery Division Director assigned to the most active FEMA region in the country and as a Federal Coordinating Officer leading Presidentially declared major disasters.

Greg has first-hand experience in developing and implementing an applicant centric approach in order to provide an optimum survivor centric solutions and support through the delivery of disaster assistance programs.

#### Experience

- ▶ In the aftermath of the devastating impacts of Hurricane Maria in 2017, Greg assisted the Central Office of Recovery, Reconstruction and Resiliency in drafting the Governor's request to Congress for additional funding to support the recovery efforts in *Build Back Better* which the Governor delivered to Congress in November 2017. In addition, Greg assisted the Central Office of Recovery, Reconstruction and Resiliency in the drafting the Governor's recovery strategy - *Transformation and Innovation in the Wake of Devastation: An Economic and Disaster Recovery Plan for Puerto Rico*.
- ▶ Greg assisted the Oklahoma Department of Commerce in a Duplication of Benefits Analysis and Sub-recipient Monitoring program for the Department's Community Development Block Grant Program (CDBG-DR). The analysis and monitoring covered the 2013 and 2014 grant allocation of \$93.7 included analysis of insurance, various FEMA grant programs (Public Assistance, Individual Assistance, Hazard Mitigation Grant Program, Pre-Disaster Mitigation), Small Business Association, and donated resources.
- ▶ In 2016, Greg assisted the State of Colorado Department of Public Safety, Division of Homeland Security and Emergency Management in

establishing and executing a consolidated Subrecipient Monitoring program for fourteen (14) Federal Grant Programs. This effort included the consolidation of federal guidance requirements between legacy OMB circulars and the Uniform Grant Guidance (2 CFR), execution of a Division wide risk assessment, development of internal controls, establishing a customized monitoring platform and schedule, development and implementation of training programs, and execution of on-site monitoring activities.

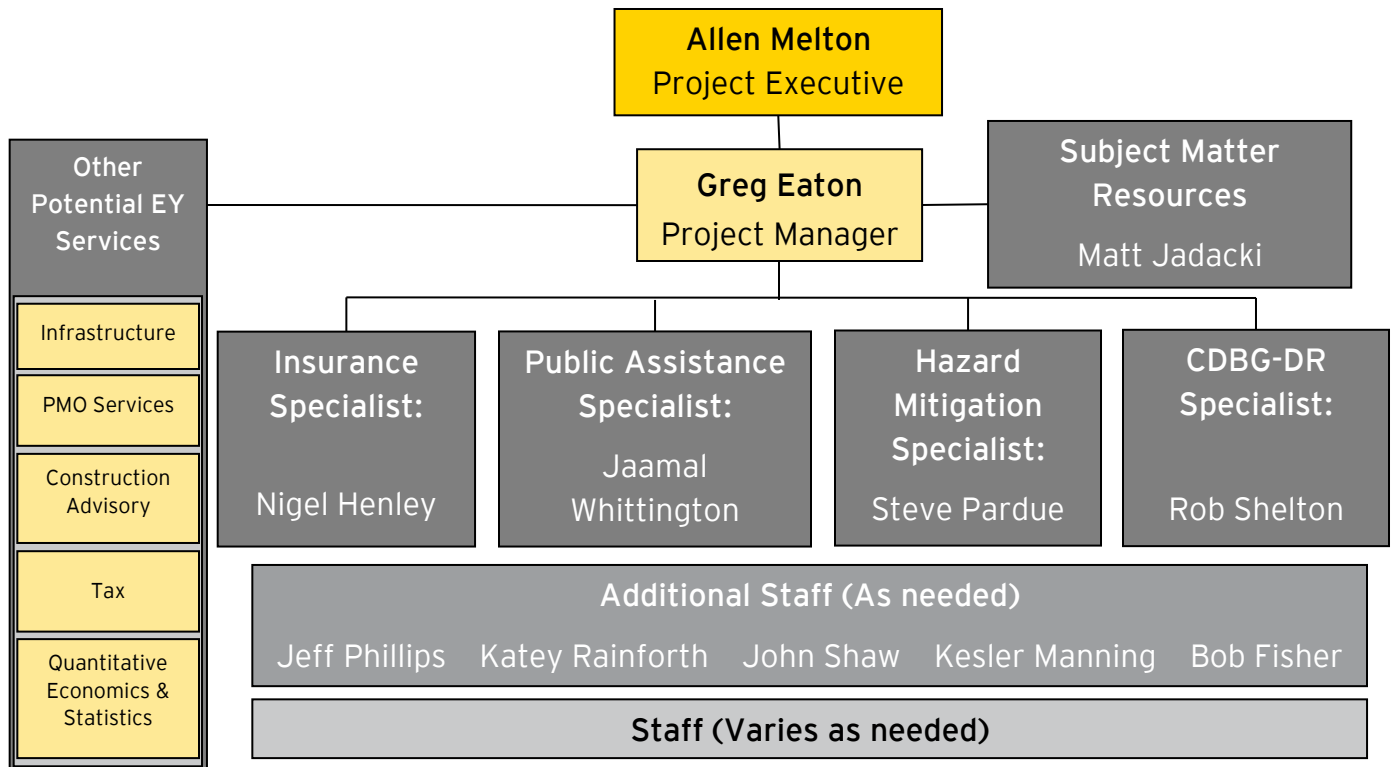
- ▶ As the FEMA Region Six Recovery Division Director, Greg was responsible for the coordination and implementation of the Individual Assistance and Public Assistance Programs, employment of the Disaster Survivor Assistance Teams, preparing the Region's validation and recommendation on Declaration Requests, and oversight of Fire Management Assistance Grants. Responsible for the supervision and oversight of on-site pre-disaster monitoring and preliminary damage assessment activities. Supervised preliminary damage assessments (PDA) in over 600 counties/parishes, in 2015. Managed an average of over \$1.4 billion of obligations, annually, while leading the division. Closed over 190 Major Disaster Declarations, Emergency Declarations, or Fire Management Assistance Grants in a division-wide effort to focus on disaster closeouts. Closed over 18,500 projects in CY 2015, which is more than any other FEMA Region and 60% of projects closed nationwide. These efforts on the Disaster Closeout Initiative led to the team's selection for a 2015 FEMA Administrator's Award.
- ▶ As a FEMA Federal Coordinating Officer, Greg coordinated federal efforts in support of thirteen presidentially declared major disasters or emergencies. He provided leadership and guidance, set objectives, managed large and diverse staff, including providing professional development for future leaders to confirm the implementation of program goals. Served as the primary federal official in establishing and maintaining a relationship and with senior level state leadership in providing disaster relief and assistance through program implementation. A subject matter specialist in implementing disaster assistance programs under the Stafford Act. Communicated with senior level state leadership, senior local elected officials, Congressional leadership and the media on areas of disaster relief, program management and FEMA policies.

#### **Education and certifications**

- ▶ M.S., Financial Management - Naval Post Graduate School - California
- ▶ M.A., Homeland Defense - Naval Post Graduate School - California
  - Thesis: Improving Risk Management and Resiliency: A Plan for a Proactive National Policy on Insurance Practices in FEMA's Public Assistance Program*
- ▶ Certified Emergency Manager, CEM, International Association of Emergency Managers

## Organizational Chart

The following organizational chart lists key team members that will be providing services to the Town. Our team of qualified personal are ready to respond immediately after award of a contract.









Our Team is scalable and will transition up and down over the life of engagement to provide you the best value in services. We work with you to provide the right staffing levels as the demands to support the Town change. We understand the importance of these staffing changes and plan on these adjustments. In case the need arises, EY has the ability within the IFCS Practice to bring additional resources. This would be in coordination with you based need and surge staffing requirements. In addition, EY has a designated recruiting process that could support significant surge requirements, if needed. We can fill positions with this approach driven to provide you the scalability need to best support the Town.




Our team could also include other service lines in order to support your needs. This includes the other potential services listed above. These services and benefits would be addressed and approved by you before joining the Paradise team.

## Key Leadership / Subject Matter Experience

The following section contains an overview of the key individuals selected to serve the Town. This team will be available to assist the Town upon notification and, as noted above, may be supplemented by additional team members in other EY metropolitan offices. Full resumes for these individuals are included in in the following pages.

Team member	Experience
 <p><b>Allen Melton, CPA, JD</b>  <b>Project Executive</b>  <i>Experience: 25 years</i>  <i>BBA - Texas Tech</i>  <i>JD - University of Denver</i></p>	<p>Allen is a Partner and the Americas Leader for EY's IFCS practice. He has experience assisting clients with their CDBG-DR, FEMA, insurance claims and all aspects of their financial recovery from disasters. Allen is a Certified Public Accountant (CPA). Most recently he has assisted clients such as the City of Jacksonville, the Texas General Land Office and the Long Island Power Authority with their federal disaster grant and insurance recoveries.</p> <p><b>Allen is the Partner</b> responsible for work</p>
 <p><b>Greg Eaton</b>  <b>Project Manager</b>  <i>Experience: 30 years</i>  <i>MS and MA - Naval Post Graduate School</i></p>	<p>Greg has extensive experience with the FEMA, as well as military and financial services industry experience. Greg's diverse experience, including over 30 years of leadership, in government, military, and the financial services industry offers a unique skill set to think critically in strategy development to successful execution of large and demanding projects. His experience and perspectives has led to challenging roles such as the FEMA Region 6 Recovery Division Director assigned to the most active FEMA region in the country and as a Federal Coordinating Officer leading Presidentially declared major disasters.</p>
 <p><b>Matt Jadacki, CPA</b>  <b>Subject Matter Resource</b>  <i>Experience: 30 years</i>  <i>BSBA - University of Maryland</i></p>	<p>Matt joined EY after 30 years of public service as a senior executive with the Federal government, with the last 20 directly related to FEMA and disaster program related activities. He is a CPA and has managed compliance and performance audits of disaster funds in almost every State and FEMA region. Matt also managed dozens of comprehensive studies of Federal, state and local disaster preparedness programs and assessments of DHS Incident Planning and Catastrophic planning.</p>

Team member	Experience
 <p><b>Nigel Henley</b>  <b>Insurance</b>  <i>Experience: 25 years</i>  <i>BSME - Texas A&amp;M University</i></p>	<p>Nigel is an Executive Director at EY in the IFCS practice. He specializes in assisting and advising clients on the preparation, presentation, and settlement of large property damage and business interruption insurance claims. Nigel has over 25 years of experience in the commercial property insurance industry to include years of experience as an insurance claims manager and adjuster. This prior experience as a claims manager and adjuster allows Nigel to anticipate and develop creative solutions to complex loss measurement issues. Prior to joining EY, Nigel was an Operations Vice President and Claims Manager with a large international commercial property insurance carrier.</p>
 <p><b>Jeffrey Phillips</b>  <b>Insurance</b>  <i>Experience: 27 years</i>  <i>BSME - Arizona State University</i></p>	<p>Jeff is an Executive Director at EY in the IFCS practice. He is a licensed professional engineer experienced in underwriting, loss prevention, and property claims. Jeff provides property damage and business interruption claims services to the manufacturing, hospitality, real estate, energy, and technology sectors. His more than <b>27 years</b> of experience encompasses catastrophic claims arising from earthquakes, hurricanes, and the terrorist events of 9/11. Prior to his work assisting policyholders with claims, Jeff spent over ten years with a large commercial property insurance company in various positions, including eight years as a claims adjuster, where he managed and negotiated settlement of hundreds of large complex insurance claims.</p>
 <p><b>Jaamal Whittington, CPA</b>  <b>Public Assistance</b>  <i>Experience: 13 years</i>  <i>MBA - Winthrop University</i></p>	<p>Jaamal is a Manager at EY in the IFCS practice. He is a CPA with a background and experience that is diverse with several different roles throughout his career, including forensic accounting, public accounting/auditing and managerial accounting. The majority of Jaamal's experience has focused on FEMA grants and complex insurance claims, as well as litigation support. Jaamal has assisted in numerous client matters resulting from Hurricane Harvey, Superstorm Sandy, Hurricane Katrina, the Christchurch Earthquakes in 2011, tornadoes, floods, fires and other catastrophes.</p>

Team member	Experience
 <p><b>John Shaw</b>  <b>Public Assistance</b>  <i>Experience: 6 years</i>  <i>MPA - Florida State University</i></p>	<p>John is a Manager in EY's IFCS practice. The background of John's experience is in emergency management, preparedness, response, and recovery. As a former Director of Emergency Management, John has coordinated responses for several emergency events, with the most recent disaster being Hurricane Irma. John has developed, directed, and implemented emergency management programs to ensure plans and procedures are in compliance.</p>
 <p><b>Katey Rainforth</b>  <b>Closeout Specialist</b>  <i>Experience: 4 years</i>  <i>BSBA - University of Maryland</i></p>	<p>Katey is a Senior in EY's IFCS practice. She focuses on assisting and advising clients on the preparation, presentation and settlement of large property damage and federally declared disasters. Over the past several years, she has assisted grantees and subgrantees of FEMA grant funding. Her recent experience includes assisting clients with significant losses resulting from the 2015/2016 Texas flooding, Hurricane Matthew and Hurricane Irma.</p>
 <p><b>Kesler Manning, CPA</b>  <b>Project Accountant</b>  <i>Experience: 4 years</i>  <i>MACCT - University of Mississippi</i></p>	<p>Kesler is a Senior in EY's IFCS practice. Her experience at EY includes assisting various recipients and subrecipients through the FEMA Public Assistance Grant Program as well as assisting clients with the management of the insurance claim process. Kesler is a CPA with recent experience that includes grant administration duties for the recipient of six federally declared flooding events in North Texas and events from Hurricane Harvey and assisting subrecipients in California with significant losses resulting from several wildfire and mudflow events.</p>

Team member	Experience
 <p><b>Steve Pardue</b>  <b>Hazard Mitigation Specialist</b>  <i>Experience: 20 years</i>  <i>MCP - University of Maryland</i></p>	<p>Steve is a Subject Matter Resource with experience as a practitioner in the areas of benefit-cost analysis, 404 and 406 hazard mitigation, and vulnerability and risk assessment. During the late 1990s, he was part of the FEMA team that developed much of the initial policy and technical practice for FEMA's mitigation grant programs. He was involved in developing and advancing practices related to risk assessment and benefit cost analysis, and was part of the team that created many of the Agency's policies and technical methodologies.</p>
 <p><b>Robert Shelton</b>  <b>CDBG-DR Specialist</b>  <i>Experience: 20 years</i>  <i>BSBA - State University of New York Binghamton</i></p>	<p>Robert is a Manager in EY's IFCS practice, with consulting experience providing project, financial, and quality management. Robert's experience includes quality control and assurance review, performance monitoring, compliance and monitoring of federal and state funds, and Inspector General reporting. Robert has provided performance monitoring for the Louisiana Office of Community Development, Disaster Recovery Unit (OCD-DRU) Restore Homeowner Assistance Program funded by the Department of Housing and Urban Development's (HUD) Community Development Block Grant Disaster Recovery Program (CDBG-DR). He has also provided a variety of services to federal and state clients including Providing disaster recovery compliance and monitoring support for the states of Illinois, Texas, and Louisiana.</p>
 <p><b>Rob Fisher</b>  <b>CDBG-DR Specialist</b>  <i>Experience: 30 years</i>  <i>BA - University of Charleston</i></p>	<p>Rob is a Manager in EY's IFCS practice. He is a former Senior Forensic Auditor for the U.S. Department of Housing and Urban Development under the OIG. He has over 30 years of experience serving clients in the public sector. Performed various reviews and investigations of HUD programs. This included programs such as the Community Development Block Grant Program, Single Family Housing Program, the FHA Mortgage Insurance Program, the HUD Disaster Assistance Program and Multi-Family Housing Program.</p>

Our team is supported by a number of more junior personnel who have developed significant experience assisting the recovery local and state.



# Resume of key personnel

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## **Allen Melton**

***Americas Practice Leader - Insurance and Federal Claims Services  
Partner***

***Project Role - Project Lead***

allen.melton@ey.com

Allen is a Partner and the Americas Leader for EY’s Insurance & Federal Claims Services practice. His responsibilities include providing comprehensive financial, economic and strategic advice to companies with complex disaster recovery, business problems and disputes.

As a Certified Public Accountant, he has spent the majority of his career assisting clients to achieve financial recovery from disasters through FEMA’s Public Assistance grant program, HUD CDBG-DR grants, commercial insurance claims and other sources of funding. He has assisted clients in the attainment and resolution of over \$8 billion in insured claims and federal disaster grants across various fields of industry.

### **Experience**

- ▶ Assisting a large utility with its FEMA and Insurance claims from Hurricane Sandy. We are assisting this applicant with response costs, recovery and mitigation including assisting with the largest capped grant awarded under the Alternative Procedures program authorized by the Sandy Recovery Improvement Act
- ▶ Assisted a school district for one of the largest cities in the US with its FEMA claim after Hurricane Sandy caused significant damage to more than 50 schools; assisted client with all aspects of the FEMA claims process including hazard mitigation and alternative funding sources
- ▶ Assisted the largest system of public schools in the United States with their FEMA and Federal recoveries after Hurricane Sandy damaged approximately 70 schools; we have assisted this applicant with all aspects of the FEMA claims process and complying with applicable federal laws and regulations
- ▶ Assisted with the review, scrutiny and quantification of more than 13,000 residential, small business, governmental and native American-Indian tribe claims resulting from a government “controlled burn” that destroyed thousands of homes and businesses, a national forest and Native American-Indian lands; the claims, which totaled in excess of \$550 million, ranged from real and personal property claims to more complex issues such as allegations of real estate devaluation, claimants seeking reimbursement for future flood insurance premiums and claims for specialized and unique personal property

### **Education and certifications**

- ▶ Bachelor of Business Administration (Accounting) - Texas Tech University
- ▶ Juris Doctorate - The University of Denver
- ▶ Certified Public Accountant



## Matthew Jadacki

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### ***Executive Director***

### ***Project Role - Project Executive - Subject Matter Resource***

matt.jadacki@ey.com

Matt joined EY after 30 years of public service as a senior executive with the Federal government, with the last 20 directly related to FEMA and disaster program related activities. He has managed compliance and performance audits of disaster funds in almost every State and FEMA region. Matt also managed dozens of comprehensive studies of Federal, state and local disaster preparedness programs and assessments of DHS Incident Planning and Catastrophic planning.

Matt has worked on dozens of major disasters including Hurricane Sandy, Hurricane Katrina, the Northridge Earthquake, the Columbia Space Shuttle crash, Midwest floods, and Hurricane Andrew. His reports identified hundreds of millions in ineligible and disallowed expenses and non-compliance with laws and regulations, including significant violations of Federal procurement regulations, internal control weaknesses, and related project accounting issues.

Matt held several senior financial and emergency management positions in the Federal government. He was Chief Financial Officer/Chief Administration Officer for the National Weather Service, a component of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce. Matt spent 15 years in FEMA in various senior level positions, including Chief Financial Officer and Audit Director for the Office of Inspector General.

### **Experience**

- ▶ Program Manager for State of New Jersey risk assessment and integrity monitoring contract.
- ▶ Program Manager for State of Texas compliance evaluation review of disaster related programs.
- ▶ Assisting a large utility in their recovery and mitigation programs in the aftermath of Superstorm Sandy. Additionally, assisting a large medical complex in recovery and mitigation in the aftermath of a devastating tornado.
- ▶ At DHS during Katrina, Matt assisted with overseeing work to determine that agency internal controls were in place to prevent fraud, waste, and abuse; confirm the IG investigative activities were coordinated with the DoJ's Hurricane Katrina Fraud Task Force; and make certain the IG community was executing its hurricane relief oversight efforts in a coordinated fashion.
- ▶ Matt served as the Chief Financial Officer of FEMA responsible for all FEMA disaster funding (\$8.8 billion) associated with the 9/11 terrorist attacks.

### **Education, certifications, and memberships**

- ▶ Certified Public Accountant
- ▶ Bachelor of Science in Business Management from the University of Maryland
- ▶ Certified Government Financial Manager
- ▶ Association of Government Accountants



## Nigel Henley

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**Executive Director**

**Project Role - Project Executive - Insurance**

nigel.henley@ey.com

Nigel is an Executive Director at Ernst & Young in the Insurance & Federal Claims Services (IFCS) practice in the Dallas, TX office. He specializes in assisting and advising clients on the preparation, presentation, and settlement of large property damage and business interruption insurance claims.

Nigel has over 25 years of experience in the commercial property insurance industry including 16 years as an insurance claims manager and adjuster. This prior experience as a claims manager and adjuster allows Nigel to anticipate and develop creative solutions to complex loss measurement issues.

Prior to joining EY, Nigel was an Operations Vice President and Claims Manager with a large international commercial property insurance carrier. As a claims manager, Nigel was responsible for all domestic and international claims in the Pulp & Paper Operations. Nigel worked with adjusters and insured clients to validate that the claims process was understood, that claims were handled in an effective and efficient manner, and that insured clients recovered all that was owed under their policies.

Nigel is the former forest products claims manager for a property insurance company which operated in over 130 countries worldwide.

Over his career Nigel has been involved in hundreds of domestic and international insurance claims including catastrophe claims resulting from the World Trade Center collapse, Hurricane Andrew, Georges, Floyd, Katrina, Rita, Sandy, and others, Super Typhoons Paka and Pongsona in the Pacific, the Northridge Earthquake in California, the Japan Earthquake, the Christchurch New Zealand Earthquake, and others

### Experience

- ▶ Assisted New York's largest Transportation Administration to appraise and resolve their ten-figure 9/11 claim during the appraisal process. Assisted the authority to refine and appraise the property damage, business interruption and extra expense losses associated with multiple modes of public transportation.
- ▶ Assisted one of the State of Missouri's renowned healthcare facilities in the preparation of its insurance and FEMA claims when a 1,000,000 sq. foot medical complex took a direct hit from an F-5 Tornado. The claim involved the recovery of damages involving the building, medical equipment, lost revenue and the increased costs of opening a temporary hospital. The opening and operating of a temporary hospital of this size was unprecedented.
- ▶ When Hurricane Georges struck Puerto Rico it damaged the Customs Building at the international airport. This building had recently been turned over to the Port Authority after being constructed by a major US Airline. Damage to the Customs Building affected the Airline's ability to service customers traveling through this major hub. Nigel assisted in the measurement of a property damage, business interruption and extra expense claim for the major US Airline.

### Education, certifications, and memberships

- ▶ Bachelors of Science in Mechanical Engineering - Texas A&M University

## F. Subcontractor Qualifications

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The EY Team includes two subcontractors to augment our team, if needed. ATCS and MPACT bring a wealth of experience in hazard Mitigation and CDBG-DR. We will tap into their experience detailed below on an as needed basis.



The multi-disciplined professionals at ATCS are recognized experts with a proven record of success delivering complex pre- and post-disaster programs. Our staff offers clients a foundation of deep technical knowledge in the disciplines of engineering, architecture, insurance, and environmental/historic preservation. We deliver these services for a diverse mix of Federal, state, tribal, and local clients with specialized capabilities in multi-agency program coordination and management.

ATCS professionals have worked directly under contract with FEMA to assist States and sub-recipients with disaster recovery, mitigation and planning services. ATCS currently supports FEMA contracts that include both PA and Planning, including Disaster Recovery Planning, services. As part of its Coordinating and Planning Partnership contract, under which ATCS is the Managing Partner, ATCS managed the development of the National Disaster Recovery Framework. ATCS team members are currently deployed to Puerto Rico, Texas, and Florida and are providing FEMA with Lean Six Sigma support for the PA program. ATCS also supports the LOGHOUSE contract which provides temporary housing to FEMA.

Locally, ATCS has provided planning services to the Langone Medical Center in New York City and performed two resiliency studies that included the Port of New York and New Jersey for the New Jersey Office of Emergency Preparedness. The ATCS team has delivered or is currently delivering the following services to State and local government clients:

- ▶ Public Assistance Program Support
- ▶ Individual Assistance Program Support
- ▶ Response & Recovery Planning
- ▶ Mitigation Planning and Project Development
- ▶ Cost Estimating
- ▶ Long Term Community Recovery Planning
- ▶ Continuity of Operations Planning
- ▶ Public Outreach
- ▶ Debris Management Planning
- ▶ Resiliency Planning
- ▶ Training and Exercises
- ▶ Grants Management

EY Team member ATCS has supported FEMA PA Program since the firm was founded in the 1990s. ATCS's staff has played pivotal roles in contributing to the successful delivery of the program for recovery, professional development of the PA staff, and enhancement of PA policies, procedures, and guidance documents essential to its field operations, interagency and cross-sector coordination, public communications, appeal and closeout processes, and overall preparedness and performance. At this moment, ATCS is supporting the FEMA PA Program and Recovery Directorate leadership in assessing PA's end-to-end outcome-driven lifecycle for potential process issues and doctrinal gaps that can undermine its effectiveness and efficiency, timeliness and continuous improvements.

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MPACT Strategic Consulting (MPACT) has emerged as one of the nation's leading Disaster Recovery & Emergency Management firms, specializing in disaster management, grant management, case management and HUD's Community Development Block Grant Disaster Recovery (CDBG-DR) program management. MPACT's team of consultants has also led the financial management and oversight of FEMA project worksheet development for multiple state and local clients and communities impacted by large-scale disasters. MPACT is proud to be a California State-certified Minority-Owned Business Enterprise (MBE).

MPACT is consistently recognized by its clients as being a trusted, knowledgeable and reliable resource that can manage multiple priorities and provide value-added services and thought - leadership to assist in implementing large, complex recovery programs. Our team of professionals includes former HUD and FEMA senior level officials, and former Emergency Managers that have led and directed large programs and projects. Our extended network of resources encompasses over 100 experienced consultants with relevant and direct experience.

MPACT and its team of professionals have managed and led multiple projects resulting from the largest natural disasters in US history. We have been directly engaged by clients that have received over \$50 Billion in federal assistance for disaster recovery activities. Since Hurricane Katrina, MPACT has provided federal, state and local governments with expertise from planning, administration, grant management, compliance & monitoring and policy development related to all phases of disaster recovery activities.




MPACT has specific expertise in policy development and implementation of programs. We have core capabilities and capacity to provide leadership, policy development, operational expertise and compliance & monitoring across multiple programs



including housing, public infrastructure and economic development. The MPACT team has delivered or is currently delivering the following services to multiple state and local government clients:

- ▶ CDBG-DR Grant Management
- ▶ Policy development and documentation of regulatory requirements
- ▶ Policy & Procedures Manuals
- ▶ Compliance and Monitoring (Recipient, Sub-recipient and Vendor)
- ▶ Technical Assistance and Training
- ▶ HUD waiver requests and policy liaison
- ▶ Section 3, Fair Housing and Minority and Women Owned Business Enterprise (MWBE) reporting and compliance

# G. References

EY has assisted various state and local agencies with emergency management, appeals, closeout, and other disaster financial recovery assistance. The following is a selection of prior experience of similar scope performed by members of our proposed engagement team for the Town:

Client name	Reference Contact	Contract Date	Description of services
City of Santa Rosa 	Sean McGlynn City Manager 100 Santa Rosa Ave., Rm 10, Santa Rosa, CA 95404 +1 707-543-3012 smcglynn@srcity.org	December 2017 - Current	Assisting the City with understanding funding applications, project implementation, and reporting requirements to State and federal agencies.
Long Island Power Authority 	Kenneth Kane Director of Finance 333 Earle Ovington Boulevard Uniondale, NY 11553 +1 516-719-9880 kkane@lipower.org	March 2013 - Current	Assisting LIPA with all aspects of their financial recovery as a result of Hurricane Sandy, including FEMA public assistance, 406 mitigation, property insurance, the development of hazard mitigation (HMGP), and FEMA 428 alternative grant funding assistance.
City of Jacksonville 	Timothy J. Smith Lieutenant, Hurricane Recovery 116 Burghead Way, Saint Johns, FL 32259 +1 904 707 1004 tjsmith@coj.net	October 2016 - Current	Assisting the City of Jacksonville with all aspects of its financial recovery as a result of Hurricane Matthew, including FEMA public assistance, 406 mitigation, insurance for property damage and business interruption, Hazard Mitigation Grant Program (FEMA Section 404), and FEMA Section 428 alternative grant funding assistance. In addition, we are assisting with grant closeout for Tropical Storms Fay/Debby and Hurricanes Francis/Jeanne.

Client name	Reference Contact	Contract Date	Description of services
<p>County of Santa Barbara</p> 	<p>Andrew Myung Fiscal and Policy Analyst 123 E. Anapamu Street, Santa Barbara, CA 93101 +1 805 568 3069 amyung@co.santa-barbara.ca.us</p>	<p>March 2018 - Current</p>	<p>Assisting the County of Santa Barbara with its financial recovery from the December 2017 Thomas Fire, as well as the debris and mudflow disasters that occurred in early 2018.</p>
<p>Department of Emergency Management, State of Texas</p> 	<p>Steve Cottle Section Administrator, Grant Processing Texas Div. of Emergency Management P. O. Box 4087 Austin, TX 78773 +1 512-424-2488 stephen.cottle@dps.texas.gov</p>	<p>November 2012 - June 2018</p>	<p>Assisted the State of Texas with grant compliance monitoring for cities, counties and municipal utilities, among others, associated with several disasters in that State. As a result of that work, our compliance monitoring led to the effective close out for more than 70 subgrantees in the State ensuring those applicants received everything afforded to them under the Stafford Act.</p>



# H. Cost Proposal

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## Attachment B: Cost Proposal Form.

REQUEST FOR PROPOSALS - Disaster Recovery Management Services

### ATTACHMENT B COST PROPOSAL FORM

The Town prefers to issue fixed price or cost reimbursement type agreements. All non-labor related costs and other than direct costs will be billed to the Town at cost without mark-up.

<u>POSITIONS</u>	<u>HOURLY RATES</u>
Project Executive	\$ <u>298.00</u>
Subject Matter Expert	\$ <u>279.00</u>
Project Manager	\$ <u>279.00</u>
Project Accountant	\$ <u>253.00</u>
Senior Closeout Specialist	\$ <u>253.00</u>
Closeout Specialist	\$ <u>186.00</u>
Other: <u>Manager</u>	\$ <u>253.00</u>
Other: <u>Senior Consultant</u>	\$ <u>186.00</u>
Other: <u>Staff Consultant</u>	\$ <u>133.00</u>

#### OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates and attach a job description and required years of experience for each position.

ATTACHMENT B – COST PROPOSAL FORM

Page 1 of 1

# I. Additional Requirements


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## Attachment A - Proposal Certification

REQUEST FOR PROPOSALS - Disaster Recovery Management Services

### ATTACHMENT A

#### PROPOSAL CERTIFICATION

Proposers Signature:  Date: 12/19/2018

By signing above, I Certify that I have carefully read and fully understand the information contained in this RFP and any addenda thereto; and that I have the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted and have the authority to sign the proposal on behalf of my firm.

BY (Printed): Allen Melton

TITLE: Partner

COMPANY: Ernst & Young LLP

ADDRESS: 560 Mission Street, Suite 1600, San Francisco, CA 94105

TELEPHONE: +1 817 706 7108

EMAIL: allen.melton@ey.com

ATTACHMENT A – PROPOSAL CERTIFICATION

Page 1 of 1

## Attachment C - Debarment, Suspension, Ineligibility and Voluntary Exclusion

REQUEST FOR PROPOSALS - Disaster Recovery Management Services

### ATTACHMENT C

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R part 180, Debarment and Suspension, and 2 C.F.R. § 200.213. Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

#### **(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGES TWO AND THREE BELOW)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Firm Name:

Ernst & Young LLP

Name and Title of Authorized Representative:

Allen Melton, Partner

Signature of Authorized Representative:



Date:

12/19/2018

ATTACHMENT C – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

Page 1 of 3

## Attachment D - Anti-Lobbying Certification

REQUEST FOR PROPOSALS - Disaster Recovery Management Services

### ATTACHMENT D

#### CERTIFICATION REGARDING LOBBYING

The undersigned [insert name] certifies, to the best of his or her knowledge, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, Ernst & Young LLP, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

ATTACHMENT D – CERTIFICATION REGARDING LOBBYING

Page 1 of 2

REQUEST FOR PROPOSALS - Disaster Recovery Management Services

Signature of Contractor's Authorized Official:

  
\_\_\_\_\_

Name and Title of contractor's Authorized Official:

Allen Melton, Partner  
\_\_\_\_\_

Date:

12/19/2018  
\_\_\_\_\_

ATTACHMENT D – CERTIFICATION REGARDING LOBBYING

Page 2 of 2

## Acknowledgement of Attachment E

As part of our response to the RFP and the instruction at Section V.I, we have reviewed the terms and conditions set forth in Attachment E. While we are willing to enter into an engagement agreement based upon the proposed terms, we do have comments about certain of those terms. We have set out those comments below. While we have tried to be thorough, we cannot guarantee we have identified all issues that may arise during the process of finalizing the engagement agreement. We expect to resolve any open items related to engagement terms to our mutual satisfaction.

Section 5. We would like to discuss certain changes to this section consistent with firm policy on such matters.

Section 11. Our agreements generally provide that we may terminate them if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.

Section 12. We generally neither request nor provide indemnities. We do on occasion agree to mutual indemnities with our clients for bodily injury or damage to tangible property to the extent directly caused by our negligence or misconduct, and for intellectual property infringement caused by our deliverables, subject to customary commercial exceptions.

Other matters:

In the event a client views our services as having been rendered otherwise than in compliance with the agreement our approach is to enter into good faith discussions with the client to arrive at a mutually acceptable resolution of the matter. Our firm policy favors the speedy and amicable resolution of disputes through mediation and arbitration conducted in accordance with the Rules for Non-Administered Arbitration of the CPR International Institute for Conflict Prevention and Resolution.

### **About EY**

EY is a global leader in assurance, tax, transaction and advisory services. The insights and quality services we deliver help build trust and confidence in the capital markets and in economies the world over. We develop outstanding leaders who team to deliver on our promises to all of our stakeholders. In so doing, we play a critical role in building a better working world for our people, for our clients and for our communities.

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