



# Town of Paradise Town Council Adjourned Meeting Agenda 6:00 P.M. – January 23, 2019

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

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, John Messina  
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. Presentation - Manufactured / Modular homes - Information only, no action requested.
  
- 1f. Updates from the following agencies: Paradise Irrigation District, CAL OES-Debris Removal and Paradise Chamber of Commerce

## 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 Town Council ratifies the attached letter dated January 11, 2019, signed by the Mayor, requesting the state backfill of property tax losses in Butte County for the 2018-2019 fiscal year.
  
- 2b. p6 Waive second reading of entire Ordinance No. 574 and approve reading by title only; and, 2. Adopt Town of Paradise Ordinance No. 574 an Ordinance Amending Section 5.22.060 of the Paradise Municipal Code relating to Business License.
  
- 2c. p8 Authorize the Town Manager to enter into an Agreement with Joe A. Gonsalves and Son to Lobby on behalf of the Town of Paradise
  
- 2d. Pursuant to Government Code Section 8630, the Town Council confirms that an Emergency related to the Camp Fire is still in effect.

## 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. p17 Consider adopting Ordinance No. 575, an urgency Ordinance of the Town Council of the Town of Paradise Amending Ordinance No. 573, Section 7 relating to the initial residential use of recreational vehicles on parcels. (Roll Call Vote)

- 6b. Hear presentation from Marc Nemanic from 3Core and Barry Long from UDA regarding Phase I of the public engagement process for future planning guidelines and consider accepting this scope of work as a donation to the Town. (Roll Call Vote)
- 6c. p21 Implementation of a Disaster Recovery Coordinator position by the reclassification of Fire Marshal/Building Official position to the position of Disaster Recovery Coordinator; and, 1. Approve the Disaster Recovery Coordinator job description; and, 2. Approve the corresponding Salary Pay Plan range. (Roll Call Vote)
- 6d. p27 1. Consider concurring with staff's recommendation of ARRB Group, Inc.'s to perform road network survey services for the Town's 100 centerline mile roadway network; and, 2. Approve the Professional Services Agreement with Harris & Associates and authorize the Town Manager to execute. (Roll Call Vote)

**7. COUNCIL INITIATED ITEMS AND REPORTS**

- 7a. Council initiated agenda items
- 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 54956.9(d)(4) Town Council will hold a closed session with legal counsel to consider whether to initiate litigation based on existing facts and circumstances: One potential case.

The Mayor will reconvene the meeting for the Town Council to consider authorizing the Town Manager to execute an agreement for legal services. (Roll Call Vote)

**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	



The Honorable Gavin Newsom  
 Governor, State of California  
 State Capitol  
 Sacramento, CA 95814

RE: 2018 Camp Fire Assistance

Dear Governor Newsom:

On behalf of Butte County, the Town of Paradise and cities of Chico, Oroville, Gridley and Biggs we would like to express our sincere appreciation for including a state backfill of the anticipated property tax losses for fiscal years 2019-20 thru 2021-22 in your budget proposal. Our communities have all been profoundly impacted by the Camp Fire which, in a matter of hours, exploded up “The Ridge” and destroyed much of the Town of Paradise and the nearby communities of Concow and Magalia. The residents of Butte County are deeply grateful for the resources made available to the continuing response to the Camp Fire.

Two months after the start of the Camp Fire, Butte County, the Town and cities continue to work with our state and federal partners to provide emergency housing to hundreds of people and animals, implement debris removal and identify longer-term housing solutions for thousands of survivors. This is in addition to continuing to provide the essential services of local government.

The Camp Fire continues to impact all of our budgets from the initial emergency response costs to the ongoing recovery efforts that impact the entire community. Our cities face significant additional costs as a result of the unprecedented population growth in absorbing 25,000 or more Camp Fire survivors, literally overnight. While nearly destroying the Town of Paradise and the nearby communities of Concow and Magalia, the Camp Fire did effectively destroy the tax base in the burn area. As you know, property tax funds essential services provided by local governments in the County of Butte, and the lost tax base will have a profound effect on all taxing agencies beginning with the current 2018-19 fiscal year and continuing well into the future. The pro-rated tax losses in the current fiscal year alone are more than \$15 million for the taxing agencies of Butte County, of which \$4.7 million was originally apportioned to the local agencies and special districts providing critical services to our residents.

In order to prevent significant impacts to public safety and other services, we urgently request the addition of a state backfill of these property tax losses in Butte County for the current 2018-19 fiscal year. Your timely consideration of this request is appreciated.

Sincerely,

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Chair  
 Butte County Board of Supervisors

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Mayor  
 City of Chico

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Mayor  
 Town of Paradise

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Mayor  
City of Gridley

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Mayor  
City of Oroville

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Mayor  
City of Biggs

Cc: Members, Board of Supervisors  
Members, City and Town Councils  
James Gallagher, Member, California State Assembly  
Brian Dahle, Member, California State Assembly  
Jim Nielsen, Member, California State Senate  
Keely Bosler, Director, California Department of Finance  
Ana Matosantos, Cabinet Secretary  
Paul Yoder, Shaw, Yoder, Antwih, Inc., Butte County State Legislative Advocates  
Karen Lange, Shaw, Yoder, Antwih, Inc., Butte County State Legislative Advocates  
Kristi More, The Ferguson Group



**Town of Paradise  
Council Agenda Summary  
January 23, 2019**

**Agenda Item: 2(b)**

**Originated by:** Colette Curtis, Administrative Analyst II  
**Reviewed By:** Lauren Gill, Town Manager  
**Subject:** Adoption of Ordinance No. 574 regarding the business license.

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**Council Action Requested:**

1. Waive second reading of entire Ordinance No. 574 and approve reading by title only; and, 2. Adopt Town of Paradise Ordinance No. 574 an Ordinance Amending Section 5.22.060 of the Paradise Municipal Code relating to Business License.

**Background:**

On January 8, 2019 the Town Council introduced Ordinance No. 574 to change the already established business license to allow for free registration until July 1, 2019. Previously the registration fee was due by January 1, 2019, this ordinance extends the free registration period to June 30, 2019. After July 1, 2019 the fee for the first year will be \$40 and \$25 for yearly renewal. These fees were set to recover the cost of administering the license (staff time and software).

**Discussion:**

Town staff recommends that the Town Council waive the second reading of the entire Ordinance No. 574; read Ordinance 574 by title only; and formally adopt Town of Paradise Ordinance No. 574, An Ordinance Amending Section 5.22.060 of the Paradise Municipal Code Relating to Business License.

**Fiscal Impact Analysis:**

A nominal cost will be borne by the Town of Paradise for publication of the ordinance within the local newspaper.

**TOWN OF PARADISE  
ORDINANCE NO. 574**

**AN ORDINANCE AMENDING SECTIONS 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 5.22.060 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 July 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. A church shall be exempt from paying the fee under this section.

**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 23<sup>rd</sup> day of January, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

Attest:

Approved as to form:

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

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



**Town of Paradise  
Council Agenda Summary  
January 23, 2019**

**Agenda Item: 2(c)**

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

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

**Subject:** Authorize the Town Manager to enter into an agreement with Joe A. Gonsalves and Son for lobbying services.

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**Council Action Requested:**

1. Authorize the Town Manager to enter into an agreement with Joe A. Gonsalves and Son for lobbying services.

**Background:**

The Camp Fire, which burned through the Town of Paradise on November 8, 2018 caused widespread and unprecedented damage to the Town of Paradise and surrounding areas. Due to this event, the Town of Paradise has many important steps to recovery.

**Discussion:**

As the Town of Paradise moves through recovery and into rebuilding, staff will need assistance especially with financial and legislative action at the State level. Joe A. Gonsalves and Son has been determined to be a lobbying firm with the legislative expertise to guide the Town through this process.

**Fiscal Impact Analysis:**

Since Joe A. Gonsalves and Son has offered their services for no fee, there is no impact to the General Fund.





## Joe A. Gonsalves & Son

Anthony D. Gonsalves  
Jason A. Gonsalves  
Paul A. Gonsalves  
PROFESSIONAL LEGISLATIVE REPRESENTATION  
925 L ST. - SUITE 250 - SACRAMENTO, CA 95814-3768  
916 441-6597 - FAX 916 441-5061  
Email: gonsalves@gonsalv.com



### AGREEMENT

#### BETWEEN JOE A. GONSALVES & SON AND THE TOWN OF PARADISE

THE TOWN OF PARADISE (hereinafter “CLIENT”) wishes to engage the services of JOE A. GONSALVES & SON (hereinafter “ADVOCATE”), located at 925 L Street, Suite 250, Sacramento, California, to provide services in legislative advocacy and governmental affairs in matters affecting CLIENT in the State of California.

The purpose of this Agreement is to state the terms and conditions under which ADVOCATE will provide services to CLIENT.

#### I. ADVOCATE Representative(s):

The following principal(s) of ADVOCATE are designated as being the principal(s) and representative(s) of ADVOCATE authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Anthony D. Gonsalves  
Jason A. Gonsalves  
Paul A. Gonsalves

The terms and conditions are limited to the following:

#### II. ADVOCATE’s Scope of Services. ADVOCATE agrees to assume and perform the following duties and responsibilities:

- A. Represent THE TOWN OF PARADISE in Sacramento in terms of communicating the CLIENT’s interests to the appropriate elected representatives, key staff members, state agencies and other individuals as needed.
- B. Develop and maintain good working relationships between the CLIENT and State legislators, legislative staff, and state agencies.

- C. Develop, coordinate and execute the CLIENT's advocacy efforts, including communication with legislative officials and other governmental officials for the purpose of influencing legislation or administrative action.
- D. Review all pertinent legislative bills introduced in the California Legislature and inform the CLIENT of all such legislation affecting its interest and forward weekly a copy of all such bills to the CLIENT. The CLIENT will review and analyze all such legislative bills and inform ADVOCATE, in writing, of its position on such bills the CLIENT wishes to pursue.
- E. Assist in identifying and obtaining state funding available for CLIENT programs and proposed capital projects.
- F. Obtain support, through letters of support and other means, from state legislators and officials for CLIENT grant applications.
- G. Provide a monthly written summary during the legislative session and at other times if warranted that gives updates on pending legislation, state budget, and other relevant issues.
- H. Arrange meetings with legislative representatives or key agency staff and CLIENT representatives.
- I. Attend and provide testimony on behalf of the CLIENT in legislative committee hearings.
- J. Provide support, including advising on briefing papers, talking points, etc., when CLIENT officials are requested to testify before a legislative committee.

III. CLIENT Representative:

"Designee" authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, direction, or other actions are required by CLIENT under this Agreement, those actions will be taken by the "Designee", unless otherwise stated. The "Designee" has the right to designate another Representative at any time, by providing notice to ADVOCATE.

IV. CLIENT's Duties and Responsibilities:

- A. CLIENT shall analyze and review all legislative bills submitted to it by ADVOCATE and will inform ADVOCATE, in writing, of its position on any and all such bills CLIENT wishes ADVOCATE to pursue.

- B. CLIENT shall, on a timely and continuing basis, apprise ADVOCATE of any specific issues it wishes to have analyzed or pursued by ADVOCATE under this Agreement.
- C. CLIENT shall, on a timely basis, pay all bills and invoices submitted to it by ADVOCATE.
- V. Effective Date and Term. This agreement shall become effective on the \_\_\_\_\_, 2019 and shall continue in full force and effect unless and until terminated by CLIENT and/or by ADVOCATE.
- VI. Compensation. CLIENT shall pay to ADVOCATE the monthly sum of \$ 0.00. ADVOCATE is an independent contractor and shall be responsible for all taxes including but not limited to ADVOCATE's employees' withholdings etc.
- VII. Costs and Expenses. CLIENT shall reimburse ADVOCATE for any travel and/or other expenses directly related to any request by CLIENT for ADVOCATE to participate in any meetings or activities outside of Sacramento.
- VIII. Attorneys Fees and Costs. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- IX. Indemnification.
  - A. Professional Services. In the connection with its professional services, the Contractor shall hold harmless and indemnify CLIENT, and its elected officials, officers, employees, servants, volunteers, and agents serving as independent contractors in the role of city or agency officials, (collectively, "Indemnities"), with respect to any and all damages, liabilities, losses, reasonable defense costs or expenses (collectively, "Claims"), including but not limited to liability for death or injury to any person and injury to any property, to the extent the same out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor or any of its officers, employees, subcontractors, Contractors, or agents in the performance of its professional services under this Agreement. Contractor shall reimburse all reasonable defense costs and expenses, including actual attorney's fees and experts' costs incurred in connection with such defense.
  - B. Other Indemnities. In connection with all Claims not covered by Section A, the Contractor shall defend, hold harmless and indemnify the Indemnities with respect to any and all Claims including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the non-professional acts,

omissions, activities or operations of Contractor or any of its officers, employees, subcontractors, Contractors, or agents in the performance of this Agreement. Contractor shall defend Indemnities in any action or actions filed in connection with any such Claims with counsel of CLIENT's choice, and shall pay all costs and expenses, including actual attorney's fees and experts' costs incurred in connection with such defense.

- C. Non-waiver of Rights. Indemnities do not, and shall not, waive any rights that they may possess against Contractor because of the acceptance by CLIENT, or the deposit with CLIENT, of any insurance policy or certificate required pursuant to this Agreement.
- D. Waiver of Right of Subrogation. Except as otherwise expressly provided in this Agreement, Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation against the Indemnities, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor.
- E. Survival. The provisions of this Section IX shall survive the termination of the Agreement and are in addition to any other rights or remedies which Indemnities may have under the law. Payment is not required as a condition precedent to an Indemnities' right to recover under this indemnity provision, and an entry of judgment against Contractor shall be conclusive in favor of the Indemnities' right to recover under this indemnity provision.

- X. Insurance: ADVOCATE must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
  - A. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
    - 1. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
    - 2. Primary Property Damage of at least \$250,000 per occurrence; or
    - 3. Combined single limits of \$1,000,000 per occurrence.
  - B. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.

- C. Professional liability insurance – Not Applicable.
  - D. Workers’ Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
  - E. The insurance provided by ADVOCATE will be primary and non-contributory.
  - F. CLIENT must be named as additional insured under the general liability policies.
  - G. ADVOCATE must provide certificates of insurance and/or endorsements to THE TOWN OF PARADISE before the commencement of work.
  - H. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CLIENT.
- XI. Governing Law. This Agreement shall be governed by the laws of the State of California.
- XII. Entire Agreement/Severability. This Agreement has six (6) pages. It constitutes the entire Agreement between parties regarding its subject matter. If any provision of this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
- XIII. Notice of Termination.
- A. 30-Day notice of termination under this Agreement by ADVOCATE shall be given to CLIENT by certified mail to the following address:  
  
Lauren Gill, Town Manager  
Town of Paradise  
5555 Skyway  
Paradise, CA 95696
  - B. 30-Day notice of termination under this Agreement by CLIENT shall be given to ADVOCATE by certified mail at the following address:  
  
Joe A. Gonsalves & Son  
925 L Street, Suite 250  
Sacramento, CA 95814.

XIV. Amendments. The Agreement may be modified or amended only by a written document executed by both ADVOCATE and CLIENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as follows:

JOE A. GONSALVES & SON

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

Town of Paradise

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

**Lobbying Firm  
Activity Authorization**

(Government Code Section 86104)

Check *one* box, if applicable

**Lobbyist Employer**  
(Gov. Code Section 82039.5)

**Lobbying Coalition**  
(FPPC Regulation 18616.4)

Type or Print in Ink

<b>Legislative Session</b>  2019-2020 (Insert Years)	<b>CALIFORNIA FORM 602</b> FAIR POLITICAL PRACTICES COMM. For Official Use Only
Page <u>1</u> of <u>2</u>	

NAME OF FILER:  
**Town of Paradise**

BUSINESS ADDRESS: (Number and Street) (City) (State) (Zip Code)  
**5555 Skyway Paradise CA 95969**

MAILING ADDRESS: (If different than above.)

EFFECTIVE DATE:

TELEPHONE NUMBER:  
 ( 530 ) 872-6291

FAX NUMBER: (Optional)  
 ( 530 ) 877-5059

E-MAIL: (Optional)

I hereby authorize Joe A. Gonsalves & Son  
 (Name of Lobbying Firm)  
925 L Street, Suite 250, Sacramento, CA 95814  
 (Business Address)

to engage in the activities of a lobbying firm (as defined in California Government Code Section 82038.5 and 2 Cal. Code of Regs. Section 18238.5) on behalf of the above named employer.

**If you are authorizing another lobbying firm to lobby on behalf of your firm's client(s), provide the name(s) of the client(s) below. (It is not necessary to complete the Nature and Interests section.)**

NAME OF SUBCONTRACTED CLIENT:	NAME OF SUBCONTRACTED CLIENT:
NAME OF SUBCONTRACTED CLIENT:	NAME OF SUBCONTRACTED CLIENT:

**VERIFICATION**

I have used all reasonable diligence in preparing this Statement. I have reviewed this Statement and to the best of my knowledge the information contained herein is true and complete.

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

Executed on \_\_\_\_\_ DATE By \_\_\_\_\_ SIGNATURE OF RESPONSIBLE OFFICER

Name of Responsible Officer Lauren Gill Title Town Manager  
 PRINT OR TYPE

# Lobbying Firm Activity Authorization

SEE INSTRUCTIONS ON REVERSE

Type or Print in Ink

NAME OF FILER:

Town of Paradise

## Nature and Interests of Lobbyist Employer

Check *one* box only:

- INDIVIDUAL (Complete only Parts A and E)       BUSINESS ENTITY (Complete only Parts B and E)       INDUSTRY, TRADE OR PROFESSIONAL ASSN. (Complete only Parts C and E)       OTHER (e.g., lobbying coalition) (Complete only Parts D and E)

### A. Individual

1. Name and address of employer (or principal place of business if self-employed):

2. Description of business activity in which you or your employer are engaged:

### B. Business Entity

Description of business activity in which engaged:

### C. Industry, Trade or Professional Association

1. Description of industry, trade or profession represented:

2. Specific description of any portion or faction of the industry, trade, or profession which the association exclusively or primarily represents:

3. Number of members in association (*check appropriate box*)

- 50 OR LESS (provide names of all members on an attachment.)       MORE THAN 50

### D. Other

1. Statement of nature and purposes:

Local government - Serving the best interests of the citizens of the Town of Paradise.

2. Description of any trade, profession, or other group with a common economic interest which is principally represented or from which membership or financial support is principally derived:

### E. Industry Group Classification

Check one box which most accurately describes the industry group which you represent. See instructions on reverse.

- |  |   |  |   |
|--|---|--|---|
| <input type="checkbox"/> AGRICULTURE           | <input type="checkbox"/> LEGAL                                | <i>BUSINESS (Check one of the following sub-categories.)</i> |   |
| <input type="checkbox"/> EDUCATION             | <input type="checkbox"/> PUBLIC EMPLOYEES                     | <input type="checkbox"/> ENTERTAINMENT/RECREATION            | <input type="checkbox"/> OIL AND GAS                            |
| <input checked="" type="checkbox"/> GOVERNMENT | <input type="checkbox"/> POLITICAL ORGANIZATIONS              | <input type="checkbox"/> FINANCE/INSURANCE                   | <input type="checkbox"/> PROFESSIONAL/TRADE                     |
| <input type="checkbox"/> HEALTH                | <input type="checkbox"/> UTILITIES                            | <input type="checkbox"/> LODGING/RESTAURANTS                 | <input type="checkbox"/> REAL ESTATE                            |
| <input type="checkbox"/> LABOR UNIONS          | <input type="checkbox"/> OTHER: _____<br>(Describe in detail) | <input type="checkbox"/> MANUFACTURING/INDUSTRIAL            | <input type="checkbox"/> TRANSPORTATION                         |
|  |   | <input type="checkbox"/> MERCHANDISE/RETAIL                  | <input type="checkbox"/> OTHER: _____<br>(Specific Description) |





**Town of Paradise  
Council Agenda Summary  
January 23, 2019**

**Agenda Item: 6(a)**

**Originated by:** Dina Volenski, Town Clerk  
**Reviewed By:** Lauren Gill, Town Manager  
**Subject:** Review Urgency Ordinance No. 573 regarding temporary housing.

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**Council Action Requested:**

1. Consider adopting Ordinance No. 575, an urgency Ordinance of the Town Council of the Town of Paradise Amending Ordinance No. 573, Section 7 relating to the initial residential use of recreational vehicles on parcels.

**Background:**

On December 11, 2018 the Town Council unanimously adopted Urgency Ordinance No. 573 to deal with the Camp Fire Disaster Recovery Temporary Housing. Town Council discussed the size of the property required to house recreational vehicles and changed the proposed 1 acre minimum to 2/3 acre. Town Council also discussed if there should be a minimum distance from the debris established, but decided not to include that requirement in the urgency ordinance.

**Discussion:**

At the January 8, 2019 Town Council meeting Council Member Zuccolillo asked that Ordinance No. 573 be brought back to the Town Council for discussion about changing or eliminating the lot size requirement and establishing a distance from the debris requirement. Town Council discussed the item and asked that Council Member Zuccolillo bring the item back with specific conditions. As a result, a proposed amendment has been prepared for Council consideration that would change item 7A of Ordinance No. 573, remove the 2/3 acre minimum requirement and replace it with language that no recreational vehicle shall be within 25 feet of debris. Attached is a draft of the amended ordinance.

**Fiscal Impact Analysis:**

A nominal cost will be borne by the Town of Paradise for publication of the ordinance within the local newspaper.

**TOWN OF PARADISE  
ORDINANCE NO. 575**

**AN URGENCY ORDINANCE OF THE TOWN COUNCIL OF THE  
TOWN OF PARADISE AMENDMENT OF ORDINANCE NO. 573 RELATING TO  
CAMP FIRE DISASTER RECOVERY TEMPORARY HOUSING:  
4/5 VOTE REQUIRED**

The Town Council of the Town of Paradise does ordains as follows:

**Section 1. Emergency Findings.** This urgency ordinance is adopted pursuant to California Government Code Section 36934 and shall take effect immediately upon its approval by at least a four-fifths vote of the Town Council. The Council finds that this ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon the following facts:

- A. Conditions of extreme peril to the safety of persons and property within the Town were caused by the Camp Fire, commencing on the 8th day of November, 2018, at which time the Town Council was not in session.
- B. California Government Code section 8630 et. seq. empowers the Director of Emergency Services to proclaim the existence of a local emergency when the Town is affected or likely to be affected by a public calamity, subject to ratification by the Town Council at the earliest practicable time.
- C. On November 8, 2018, the Director of Emergency Services proclaimed the existence of a local emergency within the Town due to the Camp Fire.
- D. On November 8, 2018, the Acting Governor of the State of California proclaimed a State of Emergency for Butte County pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code, and on November 14, 2018, the Governor issued Executive Order B-57-18 concerning the Camp Fire.
- E. On November 12, 2018, the President of the United States declared the existence of a major disaster in the State of California, providing assistance from many federal agencies, including the Federal Emergency Management Agency (FEMA).
- F. On November 13, 2018, the Town Council adopted Resolution No. 18-42 ratifying the Director of Emergency Services' proclamation of the existence of a local emergency in Town.

- G. The Camp Fire to date has consumed 153,336 acres and has led to the destruction of 13,696 residences, damage to 462 residences, the destruction of 276 multiple family residences, the destruction of 528 commercial buildings, damage to 102 commercial buildings, the destruction of 4,293 other minor structures, and resulted in the evacuation of over 50,000 people.
- H. It is essential that the changes made by this ordinance, which are related to the use and occupancy of recreational vehicles and other residential structures, be implemented immediately to allow the fastest possible transition of homeless and displaced residents to interim and long-term shelter.

**Section 2. Section 7A of Ordinance No. 573 is hereby amended to read:**

- A. **Initial Use of Recreational Vehicles** After completion of debris removal in accordance with applicable law, residential use and occupancy of up to two recreational vehicles shall be allowed on any parcel within a residential zone in the Town. Notwithstanding the preceding sentence, one recreational vehicle may be located on a parcel that has either (1) an undamaged residence on it, or (2) ~~has 2/3 acre or more in size~~ no debris within 25 feet of the recreational vehicle. For larger parcels one recreational vehicle per acre may be allowed. In all cases, when debris removal is to be done on a portion of a parcel all recreational vehicles shall be removed for the duration of the debris removal. In no event shall such recreational vehicles be located within a public street. Use after the initial 180 days shall require compliance with the standards set forth below, a temporary administrative permit, and full hook-ups to water, sewer, and power.

**Section 3. CEQA.**

Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code.

**Section 4. Severability.**

If any provision of this Ordinance or the application thereof to any person or circumstances is for any reason held to be invalid by a court of competent jurisdiction, such provision shall be deemed severable, and the invalidity thereof shall not affect the remaining provisions or other applications of the Ordinance which can be given effect without the invalid provision or application thereof.

**Section 5. Effective Date and Publication.**

This Ordinance shall be and the same is hereby declared to be in full force and effect immediately upon its passage by a four-fifths (4/5) or greater vote. The Town Clerk of the Town of Paradise is authorized and directed to publish this ordinance before the expiration of fifteen (15) days after its passage. This Ordinance shall be published once, with the names of the members of the Town Council Members voting for and against it, in the Paradise Post, a newspaper of general circulation published in the Town of Paradise, State of California. A complete copy of this Ordinance is on file with the Town Clerk of the Town Council and is available for public inspection and copying during regular business hours in the office of the Town Clerk.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise, County of Butte, State of California, on this 23<sup>rd</sup> day of January, 2019 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
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 23, 2018**

**Agenda Item: 6 (c)**

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

**Subject:** Disaster Recovery Coordinator position

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**Council Action Requested:**

Implementation of a Disaster Recovery Coordinator position by the reclassification of Fire Marshal/Building Official position to the position of Disaster Recovery Coordinator.

1. Approve the Disaster Recovery Coordinator job description.
2. Approve the corresponding Salary Pay Plan range.

**Background:**

The Camp Fire that started on Thursday, November 8, 2018, and the subsequent recovery process will require an ongoing review of resources required to support the Town of Paradise's rebuilding processes as new phases progress. Rebuilding efforts are extensive and necessitate coordination and management to ensure timely, smart and efficient decisions and recommendations be made.

**Discussion:**

The most advantageous means to achieve this result is to reclassify the position of Fire Marshal/Building Official to the position of Disaster Recovery Coordinator.

The Disaster Recovery Coordinator will serve with a high degree of responsibility and authority over the rebuild process to ensure the Town of Paradise's recovery plan is implemented efficiently, that organization and jurisdiction partners are included in recovery activity, and the community has input and timely information.

This position is appointed by and reports directly to the Town Manager. This position will work closely with all department heads, staff, contractors and the community.

Request that the Town Manager to be authorized to take all necessary action to carry out the intent of approval of this action.

**Fiscal Impact Analysis:**

The salary pay plan scale for this position is set at a higher level to reflect not only the qualifications, scope and responsibility of this position, but also the current market demand for this level of aptitude, experience, and certification. In taking this action, the compensation structure and compression issues that existed prior to the emergency are compounded. As such, it is recommended that the Town commission an overdue salary and organizational study to address this matter in an ever increasing competitive labor market for experienced municipal employees.

Portions of the position that relate specifically to the oversight of FEMA eligible projects will be reimbursable through that process. Portions of the position may be claimable through insurance. Principally, the position will be funded by permitting fees within the Building Safety and Wastewater Fund. The Town will be seeking mitigation funding for portions of the rebuilding process that will ultimately offset the cost of rebuilding fees for the community.



JOB TITLE: Disaster Recovery Coordinator  
DEPARTMENT: Town Manager  
REVISION DATE: January 23, 223019  
HOURS: 40 hours per week  
CLASSIFICATION: Exempt  
UNIT: Management  
REPORTS TO: Town Manager  
WORKS WITH: Dept. Directors, Contractors, Staff, General Public  
SUPERVISES: CDD, dotted line reporting

## **DISASTER RECOVERY COORDINATOR**

### **DEFINITION**

Under the general direction of the Town Manager, will be responsible for the Town of Paradise's recovery efforts related to rebuilding. This position will serve with a high degree of responsibility and authority to ensure the Town of Paradise's recovery plan is implemented efficiently, that organization and jurisdiction partners are included in recovery activity and the community has input and timely information, as well as any related work as required.

This position will also serve as the Town of Paradise's Building Official / Fire Marshal.

### **TYPICAL DUTIES, INCLUDING ESSENTIAL DUTIES**

Responsible for conducting research, community outreach, data analysis, developing recommendations, providing input and support for the Town's rebuilding plan and oversee implementation of the plan. At the conclusion of temporary programs, Coordinator will shift focus to Plan implementation and long-term recovery activities.

Compile research, data, field observations, etc. to prepare and present staff report recommendations related to assigned activities, outside agencies, other Town departments, and other agencies as required. Perform other related duties as assigned.

This position will also serve as the Town of Paradise's Building Official / Fire Marshal. Prepares policies, standards and procedures concerning building and fire safety related issues. Conducts building inspections and fire investigations, oversees plan reviews; attends Project Evaluation Committee meetings, Council meetings, meets with contractors; architects, engineers and other technical professions and trades involved in construction projects. Supervises the Fire Investigations and the fire prevention team, reviews fire investigation/prevention reports. Prepares building and fire codes and ordinances for adoption by the Town.

Oversees complicated inspections and plans review of a broad range of building types and project complexities including all of the major trades; performs and/or oversees combination inspections of various work done under permit; performs housing inspections upon request by tenants, determines and describes substandard housing conditions according to state law definition and obtains compliance with "repair or abate" orders to resolution; responds to citizen complaints regarding construction activity; issues STOP WORK orders for work started without permit and DO NOT OCCUPY ORDERS as necessary and follows through to resolution; answers specific and general questions regarding code requirements on the telephone and at the counter during specified times; contributes to the notification and education of the building community regarding code and policy changes; participates in the performance of plan review.

## **REQUIRED QUALIFICATIONS**

**Knowledge of:** Budget preparation, state and national fire and building codes, administration of Town Ordinances pertaining to building, procedures, and operating details of the Town's Community Development Department; Principles and practices used in planning processes of Town government organization, functions, and policies; Town ordinances, codes, and regulations pertaining to assigned area of responsibility.

Principles and practices applicable to fire, electrical, plumbing, mechanical and structural building inspections; Applicable federal, state and local laws and regulations; Organization and functions of the various trades involved in the building permit approval process; Model and state codes governing construction, remodel and repair of residential and commercial buildings and structures; and construction principals, methods and practices.

**Ability to:** Conduct fire inspections and critical plan review. Plan, organize and act in accordance with Town adopted policies and regulations. Make effective presentations to community and staff. Communicate effectively both orally and in writing. Ability to work effectively with other departments and handle difficult situations. Fire prevention experience including inspections and public education. Demonstrated management skills. Comprehend and understand applicable code and ordinance requirements, read and interpret construction plans.

Analyze data and situations and draw logical conclusions; make logical decisions without direction; Handle difficult situations effectively, using diplomacy and firmness; Establish and maintain effective working relationships with those contacted in the course of work.

Inspect construction sites for compliance with adopted codes; deal professionally and communicate effectively with individuals on the job site and at the office; communicate effectively by written correspondence; secure compliance with applicable codes from owners and contractors; maintain accurate records and prepare clear and concise reports and documentation; review plans and specifications for compliance and makes sound judgments within established guidelines.

**Experience:** Five (5) years of building construction, plan check and inspection experience, including three or more years of supervisory experience. Emergency Operation Center and Disaster Recovery experience required.

**Education:** Associate Degree in Building Inspection, Construction Technology, or related field or equivalent combination of experience and/or education.

**License:** Valid Class C California driver's license in conformance with established Town employee driving standards.

**Certificates:** Current and valid Cardiopulmonary Resuscitation certification from either the American Red Cross or the American Heart Association and Completion of ICS-200 Training within 90 days of hire. Shall have the ICC certification as a Building Official and/or as a Plans Examiner as well as extensive coursework completed in building and fire inspection.

**Desired Education:** BA/BS in Fire Science, Business or Public Administration or a related field.

**Desired Certificates:** ICC Fire Plans Examiner, Fire Inspector II

**Physical Standards:** Work is performed mostly outdoors, but also works in an office environment. Outdoor work is required in the inspection of various projects, construction sites, or public works facilities. Hand-eye coordination is necessary to operate computers and various pieces of equipment. While performing the duties of this job, the employee is often required to stand; walk



hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is often required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk and hear and smell. The employee must occasionally lift and/or move up to 35 pounds.

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

The noise level in the office environment is usually quiet, but can be moderate to loud in the field.

**TOWN OF PARADISE  
SALARY PAY PLAN FY 2018/19**

<b>Head Count</b>	<b>Approve FTE's</b>	<b>Position Title</b>	<b>Hours/Week</b>	<b>A Step</b>	<b>B Step</b>	<b>C Step</b>	<b>D Step</b>	<b>E Step</b>	<b>F Step</b>
<b>1.00</b>	<b>1.00</b>	<b>DISASTER RECOVERY COORDINATOR</b>							
		HOURLY	40	50.87	53.41	56.08	58.88	61.82	64.91
		BIWEEKLY		4,069.60	4,272.80	4,486.40	4,710.40	4,945.60	5,192.80
		MONTHLY		8,817.47	9,257.73	9,720.53	10,205.87	10,715.47	11,251.07
		ANNUAL		105,809.60	111,092.80	116,646.40	122,470.40	128,585.60	135,012.80



**TOWN OF PARADISE  
Council Agenda Summary  
Date: January 23, 2018**

**Agenda No. 6(d)**

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

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

**SUBJECT:** Camp Fire Road Condition Data Collection Contract

**COUNCIL ACTION REQUESTED:**

1. Consider concurring with staff's recommendation of ARRB Group, Inc.'s to perform road network survey gement services for the Town's 100 centerline mile roadway network; and,
2. Approve the attached Professional Services Agreement with Harris & Associates and authorize the Town Manager to execute, and

**Background:**

The Town of Paradise last completed a Pavement Management Program update in 2018. A Pavement Management Program is the combination of a field inventory of existing conditions coupled with a software program to aide decision making processes on timely investments for prioritized roads and which treatment types should be used – all while considering funding available and roadway network condition goals. This completed Pavement Management Program is an invaluable asset in light of the 2018 Camp Fire.

To supplement the Pavement Management Program, a need was identified for an automated inventory of pavement cracking and conditions to assure the most efficient and appropriate restoration of pavement conditions between pre- and post-debris removal efforts.

**Analysis:**

The Town of Paradise is seeking professional services using innovative technology to properly identify and characterize the location and severity of every roadway crack on the Town's roadway network. These services are summarized below:

- Collection of right of way images from 5 camera digital imaging system. 1 lane (1 direction) will be collected on 2 lane roads. 1 lane in both directions will be collected on 3+ lane roads.
- 3D Pavement data collection including downward images.

This data, if collected, would provide irrefutable evidence of the existing conditions of Paradise roadways. While a pavement management program was completed in 2018, the data collection was done in a subjective manner which require the judgement of a technical specialist in the field. This work resulted in a cumulative network Pavement Condition Index of 58/100 for the entire road network system.

When preparing a project for disaster related damages, the Town has learned that a traditional Pavement Management Program may not be sufficient to justify potential damages incurred. The Town of Paradise Public Works learned of ARRB Group, Inc. following a contract award

made by Butte County to NCE, a traditional pavement management program consulting firm. When reviewing their efforts, staff learned that ARRB Group, Inc. offered an innovative and automated solution to road condition data collection. Staff has vetted this service and concluded that obtaining this data on a crack-by-crack basis on the Town's roads would be instrumental in seeking future reimbursement for road restoration projects.

Staff contacted ARRB Group, Inc. and requested a quotation for the proposed services. Their quote and proposed contract agreement is attached to this staff report. The services provided would be beneficial to award as soon as possible considering the anticipated start date for Phase II Debris Removal for the Camp Fire cleanup efforts by Cal OES. It is understood with the tonnage and hauling of fire related debris that the Town's roadway infrastructure will be subject to extreme damage.

Staff recommends Council award Contract 19-01 to ARRB Group, Inc. in the amount of their quotation of \$24,500. This price omits a traditionally required cost of mobilization, which is waived in this specific case as the data collection vehicle is already in Sacramento, CA for Butte County's contract. Paradise Municipal Code Section 2.45.070 – Bidding – Generally, allows for this sole source contract award due to the nature of these unique professional services (only offered by ARRB Group, Inc.).

If awarded, staff expects initial data collection to begin immediately and be completed prior to the commencement of Phase II Debris Removal.

The end product of this data collection will include a GIS-based imagery of every centerline mile including a roadway crack inventory of each lane mile driven.

It is understood through a second contract award process that the Town would need to bring ARRB Group, Inc. back for a post-debris removal data collection process in addition to engineering services needed to analyze the difference between the two data collection intervals. Staff does not recommend contracting with ARRB Group, Inc. for the project's second phase at this time due to the uncertainty in fuel prices 12-18 months from now.

#### **Financial Impact:**

The professional services agreement and respective services will require \$24,500 in funding to complete. At the Paradise Town Council meeting on January 23, 2019, staff will provide additional information relating to the proposed funding sources for this contract agreement.

It is expected that the second phase of data collection and analysis will require \$40,000-\$75,000 in additional funding, possibly secured using Public Assistance through Cal OES and/or FEMA.

The potential benefit of securing this data in this timeframe could save the Town potentially millions in road rehabilitation costs for accurately determining the existing conditions of the road network system on a literal crack-by-crack basis.

#### **Attachments:**

1. Attachment A – Professional Services Contract Agreement

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on **January 24, 2019** by and between the Town of Paradise, a municipal corporation (“Town”) and **ARRB Group, Inc.** (“Consultant”).

### RECITALS

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

### AGREEMENT

#### 1 SCOPE OF SERVICES.

Except as specified in this Agreement, Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by Town at his/her own risk and expense. Services to be provided to Town are more fully described in Exhibit A entitled “SCOPE OF SERVICES & COMPENSATION.” Any conflicts between Exhibit A and the Agreement shall be controlled by the Agreement. All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

##### 1.1 Town Obligations

All data applicable to the project and in possession of the Town are to be made available to the Consultant.

**2 TIME OF PERFORMANCE.**

The services of Consultant shall commence immediately, and shall terminate on March 1, 2019

**3 COMPENSATION.**

Consultant's compensation for all services under this Agreement shall not exceed **\$24,500** and shall be in accordance with the charges set forth in Exhibit "A". In no event shall Consultant's compensation exceed Costs and Fees set forth in Exhibit "A" without the prior approval of the Town Manager.

**4 METHOD OF PAYMENT.**

Consultant shall submit monthly billings, or progress invoices to Town describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures and segregated by test methods or by specific tasks. Town shall pay Consultant progress payments no later than 30 days after approval of the monthly invoice by Town staff. Approval of the monthly invoice requires the submittal of certified payrolls when prevailing wages rates are in effect for work done during applicable month. Certified payrolls are to be submitted on a weekly basis and within ten days after the week in question.

**4.1 Retention of Payment**

When payments made by Town equal 95% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement, or for each individual project relating to the Consultant's services has been accepted by the Town.

## 4.2 Cost Principles

- 4.2.a The Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost.
- 4.2.b The Consultant also agrees to comply with Federal procedures in accordance with 49 CFR, part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 4.2.c Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., OR 49 CFR, Part 18, Uniform Administrative requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to State.
- 4.2.d Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this Section.

## 4.3 Contingent Fee

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

commission, percentage, brokerage, or contingent fee.

#### 4.4 Retention Of Records/Audit

4.4.a For the purpose of determining compliance with Public Contract Code Section 10115, et seq. And Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Consultant, Subconsultants, and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant that are pertinent to the Agreement from audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

4.4.b Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this Section.

### 5 LABOR COMPLIANCE

The Consultant shall agree through the contract to comply with the provisions of the California Labor Code. For the purpose of this project, eight hours shall constitute a legal day's work.



The Consultant's attention is directed to section 1815 of the labor code regarding overtime pay and the requirement that a \$25 penalty will be levied for each workman for each calendar day during which the overtime pay provision is not met. The Consultant's attention is also directed to the requirements for travel and subsistence payments to all workers needed to execute the Contract.

Subject to the limitations stated in said section, the Consultant shall comply with the apprenticeship provisions of Section 1777.5 of the Labor Code, including the training and hiring of apprentices.

Attention is directed to Section 7-1.02K(2), "Wages" of the Standard Specifications.

Pursuant to Labor Code Section 1770 et seq, the general prevailing wage rates in the county in which the project work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at Town of Paradise and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

**6 EXTRA WORK.**

At any time during the term of this Agreement, Town may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from Town.

**7 TERMINATION.**

This Agreement may be terminated by the Town immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.

**8 OWNERSHIP OF DOCUMENTS.**

All reports, plans, studies, documents, and other writings prepared by and for Consultant, in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Town upon payment to Consultant for such work, and the Town shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to Town within three (3) days after written request. Consultant shall not be responsible for liabilities, losses, or claims resulting from unauthorized modifications, or reuse other than original intended purpose.

**9 LICENSING OF INTELLECTUAL PROPERTY.**

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

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

#### 9.1 Confidentiality.

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

#### 9.2 Consultant's Books and Records.

9.2.a Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to Town for a minimum period of two (2) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

9.2.b Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of **three (3) years**, or for any longer period required by law, from the date of termination or completion of this Agreement.

9.2.c Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Manager, Town Attorney, Town Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the Town for inspection at Town Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

9.2.d Where Town has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, Town may, by written request by any of the above named officers, require that custody of the records be given to the Town and that the records and documents be maintained by Town Hall.

**10 INDEPENDENT CONSULTANT.**

It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent Consultant and shall not act as an agent or employee of the Town. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Town's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

**11 INTEREST OF CONSULTANT.**

Consultant (including principals, associates, and professional employees and Subconsultants) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

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

Consultant:

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

**12 PROFESSIONAL ABILITY OF CONSULTANT.**

Town has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall have Eric Botting (or his designee) manage and approve the work of all persons performing professional services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal

requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

**13 COMPLIANCE WITH LAWS.**

Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

**14 LICENSES.**

Consultant represents and warrants to Town that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to Town that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, certifications, insurance and approvals which are required by the Town for its business.

**15 INDEMNITY.**

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

**16 INSURANCE REQUIREMENTS.**

Consultant, at Town's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached

hereto.

**17 NOTICES.**

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

If to Town:                    Marc Mattox  
Public Works Director  
Town of Paradise  
5555 Skyway  
Paradise, CA 95969

If to Consultant:          Eric Botting  
Business Development Manager  
ARRB Group, Inc.  
770 Pennsylvania Drive, Suite 112  
Exton, Pennsylvania 19341

**18 ENTIRE AGREEMENT.**

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

**19 AMENDMENTS.**

This Agreement may be modified or amended only by a written document executed by both Consultant and Town and approved as to form by the Town Attorney.

**20 ASSIGNMENT AND SUBCONTRACTING.**

The parties recognize that a substantial inducement to Town for entering into this Agreement is the professional reputation, experience, and competence of Consultant.

Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the Town. No Subconsultants (other than those listed on Exhibit “A”) shall work under this Agreement without the prior written authorization of the Town. If Town consents to such subcontract, Consultant shall be fully responsible to Town for all acts or omissions of the Subconsultant. Nothing in this Agreement shall create any contractual relationship between Town and a Subconsultant of the Consultant nor shall it create any obligation on the part of the Town to pay or to see to the payment of any monies due to any such Subconsultant other than as otherwise required by law. Subcontracts shall physically contain the provisions contained in Federal Form 1273.

**21 WAIVER.**

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

**22 SEVERABILITY.**

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

**23 CONTROLLING LAW VENUE.**

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.

**24 LITIGATION EXPENSES AND ATTORNEY’S FEES.**

If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its



reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

**25 MEDIATION.**

The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified persons from which to select the mediator.

**26 MEDIATORS.**

The Town and Consultant shall meet to select a mediator by each striking the names of two different proposed mediators and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

**27 EXECUTION.**

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**28 AUTHORITY TO ENTER AGREEMENT.**

Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**29 PROHIBITED INTERESTS.**

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

**30 EQUAL OPPORTUNITY EMPLOYMENT.**

Consultant represents that it is an equal opportunity employer and it shall not discriminate against any Subconsultant, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. IN WITNESS WHEREOF the parties have cause this Agreement to be executed on the date first written above.

TOWN OF PARADISE

ARRB Group, Inc.

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

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

Lauren Gill, Town Manager

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

APPROVED AS TO FORM:

ATTEST:

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

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

Dwight L. Moore, Town Attorney

Dina Volenski, Town Clerk

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**EXHIBIT "A"**

**Scope of Services & Compensation**



**ARRB Group Inc.**  
FEIN 36-4797675

770 Pennsylvania Drive.  
Suite 112  
Exton, PA 19341

Tel: (610) 321-8300  
Fax: (610) 458-2467  
Email: info@arrbgroup.net  
Internet: www.arrbgroup.net

## QUOTATION

**Ref: Q-19-1201**

**Quotation prepared by: Eric Botting**

**Date: 9 January 2019**

<b>Attn:</b>	Marc Mattox
<b>Company:</b>	Town of Paradise
<b>Phone:</b>	(530) 872-6291 x125
<b>Email:</b>	mmattox@townofparadise.com

### Scope:

Data collection using the ARRB Network Survey Vehicle (NSV) on approximately 100 miles of public roads in the Town of Paradise, California's road network.

1. Mobilization to the Town of Paradise, California.
2. Collection of right of way images from 5 camera digital imaging system. 1 lane (1 direction) will be collected on 2 lane roads. 1 lane in both directions will be collected on 3+ lane roads.
3. 3D Pavement data collection including downward images.
4. Cracking will be reported using a fully automated program.
5. Collected data and digital imagery will be made available to the Town of Paradise via ARRB's Hawkeye Insight website for 5 years. Cracking can be calculated and visualized in the 5 ways below.

ACD\_PERCENT\_TOTAL\_CELLS\_CRACKED - Percentage of all cells with any type of cracking (excluding straight lines). (Total cracked cells/Total cells)

ACD\_PERCENT\_WP\_CELLS\_CRACKED - Percentage of wheelpath cells with any type of cracking (excluding straight lines). (Total cracked cells in wheelpaths/Total cells in wheelpaths)

ACD\_PERCENT\_CELLS\_ALLIGATOR\_CRACKED - Percentage of all cells with alligator cracking. (Total alligator cracking cells/Total cells)

ACD\_PERCENT\_CELLS\_LONG\_CRACKED - Percentage of all cells with longitudinal cracking. (Total longitudinal cracking cells/Total cells)

ACD\_PERCENT\_CELLS\_TRANS\_CRACKED - Percentage of all cells with transverse cracking. (Total transverse cracking cells/Total cells)

### Timeliness:

The projected timing for this project is for the data collection to be completed by the end of January 2019.



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## Network Survey Pricing

Item	Description	Quantity	Rate	Totals (excl Tax)
1	2019 Mobilization to Town of Paradise CA *	Lump Sum	Included	Included*
2	Pavement and right of way data collection <ul style="list-style-type: none"> <li>• Right of way images</li> <li>• 3D downward images</li> <li>• Automated Crack Detection</li> </ul>	100 lane miles	\$ 24,500	\$ 24,500
3	Collected digital imagery and all data made available via ARRB's Hawkeye Insight website. (subscription is for a 5-year period)	Lump Sum	Included	Included
<b>Total</b>				<b>\$ 24,500</b>

### Notes:

\* 2019 Mobilization charge is waived due to the ARRB Survey Vehicle being in California. ARRB will collect the 'after' part of this project for the same data collection price. However, future mobilization will have to be negotiated. ARRB's current mobilization price to California is \$10,000. If the Town of Paradise is flexible, ARRB will make every attempt to coordinate with other projects to reduce the mobilization.

Where there are delays from wet/inclement weather ARRB will do all it can to adjust the schedule to ensure the data is collected as close to the original schedule as possible.

Pricing is Inclusive of Project Management, Mobilization, Data Collection, Data Processing, Quality Assurance and Data Delivery via Hawkeye Insight to the Town of Paradise.

Item 3 is not available without item 2.

Does not include PCI rating or formatting for upload into StreetSaver.

Does not include GIS feature extraction services.



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Internet: [www.arrbgroup.net](http://www.arrbgroup.net)

Quotation No: Q-19-1201

<b>TERMS &amp; CONDITIONS</b>	
<b>Payment</b>	Billed upon completion of each item. Net 20 days.
<b>Bank Account</b>	Fulton Bank 155 East Swedesford Rd Exton PA 19341 USA Account No: 0007195369 Routing No: 031301422
<b>Pricing</b>	All prices are in US dollars, ex 'ARRB Group Inc.' Exton PA.
<b>Duties</b>	Does not include any duties, taxes and / or licenses applicable in the place of destination.
<b>Validity</b>	All prices quoted are valid for 20 days. This quote supersedes <u>ALL</u> previous quotes.
<b>Acceptance of Quote</b>	This quote is considered accepted on the receipt of an authorized PO. Work will not commence on this project until such authorization is received. Once this is received, ARRB will advise on the availability of the NSV to complete the quoted work.

**Signed:** .....

**Eric Botting**  
Business Development Manager  
**ARRB Group Inc.**

**Date: 9 January 2019**

**M: 484-402-0460**  
**E: [eric.botting@arrbgroup.net](mailto:eric.botting@arrbgroup.net)**

*ARRB Group Inc. does not offer, nor give into demands, to pay public officials or the employees of business partners any portion of the contract payment. We will not use subcontracts, purchase orders or consulting agreements as a means of channeling payments to public officials, to employees or business partners or to their relatives or business associates. ARRB Group Inc. operates according to the "OECD Guidelines for Multinational Enterprises".*

## **EXHIBIT “B” – Insurance Requirements**

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

### ***Minimum Scope of Insurance***

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) Coverage Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

### ***Minimum Limits of Insurance***

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

### ***Deductibles and Self-Insured Retentions***

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

### ***Other Insurance Provisions***

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

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



***Acceptability of Insurers***

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

***Verification of Coverage***

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

