



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Regular Meeting

OCTOBER 7, 2014
CLOSED SESSION 5:00 P.M.
OPEN SESSION 6:00 P.M.
AGENDA

“Oroville - California's best opportunity for a safe and diverse quality of life”

*This meeting may be broadcast remotely via audio and/or video conference at the following addresses:
San Luis Inn & Suites, 404 Santa Rosa Street, San Luis Obispo, CA 93405*

CLOSED SESSION (5:00 P.M.)

ROLL CALL

Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

CONVENE TO CLOSED SESSION (ITEMS LISTED ON PAGE NO. 7)

RECONVENE TO OPEN SESSION

OPEN SESSION (6:00 P.M.)

PLEDGE OF ALLEGIANCE

PROCLAMATION / PRESENTATION

Oath of Office for Police Officer Perry Walters.

A New Business Acknowledgement and Welcome to Oroville for Blueberry Twist.

A Proclamation in recognition of KIXE-TV for 50 Years of Broadcasting.

A Proclamation recognizing October 2014 as Domestic Violence Awareness Month.

A Proclamation in recognition of the Oroville Rescue Mission for 50 Years of serving the community of Oroville.

A Presentation by *A & M Vapes* relating to *Vaporizing/E-Cigarettes*

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

This is the time the Mayor will invite anyone in the audience wishing to address the Council on a matter that is on the agenda to state your name and the agenda item on which you wish to speak. When that item comes up on the agenda, you will be asked to step to the podium, repeat your name for the record, and make your presentation or ask questions regarding the agenda item. Following your remarks, Council and/or staff may respond to your comments or questions. **Presentations are limited to three minutes per person.** Under Government Code Section 54954.3 the time allotted for presentations may be limited.

CONSENT CALENDAR

1. **APPROVAL OF THE MINUTES OF THE SEPTEMBER 16, 2014 REGULAR MEETING AND SEPTEMBER 23, 2014 SPECIAL MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

2. **LEASE OF BUTTE COLLEGE INSTRUCTIONAL FIREARMS RANGE** – staff report

The Council may consider a Letter of Agreement with Butte College relating to the use of the Butte College Instructional Firearms Range, for \$150 annually, by the Oroville Police Department for personnel training. **(Bill La Grone, Director of Public Safety)**

Council Action Requested: **Adopt Resolution No. 8263 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SAFETY TO EXECUTE A LETTER OF AGREEMENT FOR USE OF THE BUTTE COLLEGE INSTRUCTIONAL FIREARMS RANGE – (Agreement No. 1841-5).**

3. **MEMORANDUM OF UNDERSTANDING BETWEEN THE OROVILLE POLICE DEPARTMENT AND RIDEOUT HEALTH GROUP** – staff report

The Council may consider a Memorandum of Understanding with Rideout Health Group to provide sexual assault examinations. **(Bill La Grone, Director of Public Safety)**

Council Action Requested: **Adopt Resolution No. 8264 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SAFETY TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE OROVILLE POLICE DEPARTMENT AND RIDEOUT HEALTH GROUP FOR SEXUAL ASSAULT EXAMINATIONS AND THE ASSOCIATED COST FOR THE EXAMINATIONS, FOR ONE YEAR (OCTOBER 2014 – NOVEMBER 2015) - (Agreement No. 3029-1).**

4. **STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM APPLICATION** – staff report

The Council may consider a State of California Department of Transportation Matching Grant for FAA Airport Improvement Program Application for the Safety Area Grading and Drainage Improvements Design Project at the Oroville Municipal Airport. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Adopt Resolution No. 8265 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE STATE OF CALIFORNIA MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM APPLICATION FOR THE SAFETY**

AREA GRADING AND DRAINAGE IMPROVEMENTS DESIGN PROJECT AT THE OROVILLE MUNICIPAL AIRPORT – (Agreement No. 3085).

5. **AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH REINARD BRANDLEY FOR SAFETY AREA GRADING AND DRAINAGE IMPROVEMENTS DESIGN AT OROVILLE MUNICIPAL AIRPORT – staff report**

The Council may consider an amendment to the Professional Services Agreement with Reinard Brandley, Consulting Airport Engineer for safety area grading and drainage improvements design at the Oroville Municipal Airport. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Adopt Resolution No. 8266 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH REINARD W. BRANDLEY, IN THE AMOUNT OF \$47,000, FOR THE PREPARATION OF PLANS AND SPECIFICATIONS FOR THE SAFETY AREA GRADING AND DRAINAGE IMPROVEMENT PROJECT – (Agreement No. 2006-9).**

6. **REIMBURSEMENT AGREEMENT WITH PACIFIC GAS AND ELECTRIC FOR STORM DRAIN PIPE REPAIR AT THE MUNICIPAL AUDITORIUM PARKING LOT – staff report**

The Council may consider a Reimbursement Agreement with Pacific Gas and Electric (PG&E) for the repair of a storm drain pipe at the Municipal Auditorium parking lot. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Adopt Resolution No. 8267 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH PACIFIC GAS AND ELECTRIC COMPANY FOR REIMBURSEMENT TO THE CITY OF ACTUAL COSTS FOR THE REPAIR OF A BLOCKED STORM DRAIN LOCATED BENEATH THE MUNICIPAL AUDITORIUM PARKING LOT – (Agreement No. 3086).**

7. **GROUNDWATER MONITORING WELL DESTRUCTIONS AND ACCESS AGREEMENTS FOR FORMER INDUSTRIAL WASTEWATER PONDS – staff report**

The Council may consider a Construction Contract with Cascade Drilling, L.P., in the amount of \$35,800, for the destruction of groundwater monitoring wells. The Council may also consider access agreements necessary for the well destructions located on property not owned by the City. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested:

1. **Adopt Resolution No. 8268 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH CASCADE DRILLING, L.P., IN AN AMOUNT NOT TO EXCEED \$35,800, FOR THE DESTRUCTION OF 14 GROUNDWATER MONITORING WELLS – (Agreement No. 3087).**
2. **Adopt Resolution No. 8269 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE FOUR ACCESS AGREEMENTS FOR THE MONITORING WELLS DESTRUCTION PROJECT – (Agreement No. 3088).**

8. **TERMINATION OF LEASE AGREEMENT AND TRANSFER OF OWNERSHIP OF A METAL BUILDING**

BY THE KIWANIS CLUB OF OROVILLE FOR PROPERTY LOCATED AT 2363 S. 5TH AVENUE – staff report

The Council will receive an update on the termination of an existing Lease Agreement and the transfer of a metal building between the City of Oroville and the Kiwanis Club of Oroville for the property located at 2363 South 5th Avenue (APN: 035-400-022). **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **None.**

9. EXTENSION OF EXISTING LEASE AGREEMENT REQUEST BY THE KIWANIS CLUB OF OROVILLE – staff report

The Council may consider a request from the Kiwanis Club of Oroville for a two-year extension of an existing Lease Agreement for the storage of items in the Municipal Auditorium basement located at 1200 Myers Street (APN: 012-032-033-000). **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Adopt Resolution No. 8270 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXTEND AN EXISTING LEASE AGREEMENT WITH THE KIWANIS CLUB OF OROVILLE TO UTILIZE A SMALL ENCLOSED SECTION OF THE MUNICIPAL AUDITORIUM BASEMENT LOCATED AT 1200 MYERS STREET (APN: 012-032-033-000) FOR AN ADDITIONAL TWO YEARS - (Agreement No. 1603-2).**

10. SELECTION OF BANK OF THE WEST AS THE PRIMARY BANK FOR THE CITY OF OROVILLE – staff report

The Council may consider the selection of Bank of the West as the primary bank for the City of Oroville, as recommended by the City Treasurer and staff. **(Karolyn Fairbanks, City Treasurer and Glenn Lazof, Interim Director of Finance)**

Council Action Requested: **Adopt Resolution No. 8271 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE SELECTION OF BANK OF THE WEST AS THE PRIMARY BANK FOR THE CITY OF OROVILLE.**

11. TIME EXTENSION OF INTERIM NEGOTIATION PERIOD OF THE MASTER LEASE AGREEMENT FOR THE OPERATION, MAINTENANCE AND MANAGEMENT OF THE OROVILLE STATE THEATRE – staff report

The Council will receive a report and may provide direction to City staff regarding the need for a time to complete negotiations with the State Theatre Arts Guild, Inc. (STAGE) to take over the operation, maintenance and management of the Oroville State Theatre. **(Donald Rust, Director of Community Services)**

Council Action Requested: **Direct staff to continue to negotiate the final Master Lease Agreement with STAGE for the operation, maintenance and management of the Oroville State Theatre.**

12. AGREEMENT WITH MUNISERVICES, LLC FOR TAX AUDIT AND RELATED SERVICES – staff report

The Council may consider an Agreement with MuniServices, LLC for sales, use and tax audit services. **(Randy Murphy, City Administrator)**

Council Action Requested: **Adopt Resolution No. 8272 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH MUNISERVICES FOR THE EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS –**

(Agreement No. 3089).

13. REIMBURSEMENT PROGRAM WITH PACIFIC GAS AND ELECTRIC COMPANY RELATING TO VEGETATION REMOVAL AND NATURAL GAS PIPELINE SAFETY – staff report

The Council may consider a Reimbursement Program with Pacific Gas and Electric Company for the removal of trees that are within City-owned/franchise property directly above or impacting natural gas pipelines within the City of Oroville. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Approve the City's participation in the Reimbursement Program with Pacific Gas and Electric Company for the removal of trees that are within city-owned/franchise property directly above or impacting natural gas pipelines within the City of Oroville.**

PUBLIC HEARINGS - None

REGULAR BUSINESS

14. DIRECTION REQUEST FOR THE INITIATION OF PROCEEDINGS FOR THE ANNEXATION OF SOUTH OROVILLE AND OTHER UNINCORPORATED AREAS – staff report

The Council may consider formally resolving the City's intention to pursue the annexation of South Oroville and other unincorporated County properties by directing staff to bring back resolutions for the initiation of application by the City of Oroville for the annexation proposals outlined in the October 7, 2014 staff report. **(Donald Rust, Director of Community Services)**

Council Action Requested:

- 1. Adopt Resolution No. 8273 – A RESOLUTION OF INTENT OF THE OROVILLE CITY COUNCIL DIRECTING STAFF TO BRING BACK A RESOLUTION OF AUTHORIZATION FOR THE INITIATION OF APPLICATION BY THE CITY OF OROVILLE REQUESTING THE BUTTE COUNTY LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR THE ANNEXATION OF SOUTH OROVILLE “AREA – A”.**
- 2. Adopt Resolution No. 8274 – A RESOLUTION OF INTENT OF THE OROVILLE CITY COUNCIL DIRECTING STAFF TO BRING BACK A RESOLUTION OF AUTHORIZATION FOR THE INITIATION OF APPLICATION BY THE CITY OF OROVILLE REQUESTING THE BUTTE COUNTY LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR THE ANNEXATION OF SOUTH OROVILLE “AREA – B”.**
- 3. Adopt Resolution No. 8275 – A RESOLUTION OF INTENT OF THE OROVILLE CITY COUNCIL DIRECTING STAFF TO BRING BACK A RESOLUTION OF AUTHORIZATION FOR THE INITIATION OF APPLICATION BY THE CITY OF OROVILLE REQUESTING THE BUTTE COUNTY LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR THE ANNEXATION OF THE PACIFIC HEIGHTS AREA.**
- 4. Adopt Resolution No. 8276 – A RESOLUTION OF INTENT OF THE OROVILLE CITY COUNCIL DIRECTING STAFF TO BRING BACK A RESOLUTION OF AUTHORIZATION FOR THE INITIATION OF APPLICATION BY THE CITY OF OROVILLE REQUESTING THE BUTTE COUNTY LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR THE ANNEXATION OF THE GARDEN DRIVE AREA.**
- 5. Adopt Resolution No. 8277 – A RESOLUTION OF INTENT OF THE OROVILLE CITY COUNCIL**

DIRECTING STAFF TO BRING BACK A RESOLUTION OF AUTHORIZATION FOR THE INITIATION OF APPLICATION BY THE CITY OF OROVILLE REQUESTING THE BUTTE COUNTY LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR THE ANNEXATION OF EL MEDIO FIRE PROTECTION DISTRICT AREA.

15. REVISIONS TO BUDGET POLICY NO. 16 - CITY OF OROVILLE BUDGET AND PURCHASING POLICY – staff report

The Council may consider revisions to Budget Policy No.16 - City of Oroville Budget and Purchasing Policy. **(Glenn Lazof, Interim Director of Finance)**

Council Action Requested: **Approve the revisions to Budget Policy No.16 - City of Oroville Budget and Purchasing Policy, as indicated in the October 7, 2014 staff report.**

16. REQUEST FOR PROPOSALS – NEW ACCOUNTING SOFTWARE – staff report

The Council may provide direction to staff regarding a Request for Proposals for the purchase of new accounting software. **(Glenn Lazof, Interim Director of Finance)**

Council Action Requested: **Direct staff to begin preparations to issue a Request for Proposals seeking a new accounting system to meet the needs of the City.**

17. PURCHASE OF COMPUTER WORKSTATIONS AND OFFICE 365 – staff report

The Council may consider the purchase of new workstations along with monitors. The Council may also consider subscription service to Microsoft Office 365 for hosted email, email retention, email legal hold, and Microsoft Office licensing. **(Randy Murphy, City Administrator and Tyson Pardee, IT Manager)**

Council Action Requested:

- 1. Authorize the purchase of new workstation and monitors from Dell, utilizing the Western States Contracting Alliance bid, in an amount not to exceed \$23,000; and**
- 2. Authorize the purchase of Microsoft Office 365 services; and**
- 3. Approve Supplemental Appropriation 2014/14-1007-XX.**

18. REVISIONS TO THE FIRE DEPARTMENT POLICY MANUAL – staff report

The Council may consider revisions to the Oroville Fire Department Policy Manual. **(Bill La Grone, Director of Public Safety)**

Council Action Requested: **Adopt Resolution No. 8278 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE REVISIONS TO THE PROPOSED FIRE DEPARTMENT POLICY MANUAL AND ADOPTING THE POLICY MANUAL AS THE OFFICIAL OROVILLE FIRE DEPARTMENT POLICY MANUAL.**

SUCCESSOR AGENCY – None

MAYOR/ COUNCIL REPORTS

COUNCIL ANNOUNCEMENTS/COMMITTEE REPORTS (A verbal report may be given regarding any

committee meetings attended.)

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

- Finance Department – activity report

CORRESPONDENCE

- Department of Alcoholic Beverage Control, received September 17, 2014
- Artists of River Town, received September 19, 2014
- Oroville Area Chamber of Commerce, received September 24, 2014
- League of California Cities, received September 22, 2014
- Oroville Downtown Business Association, received October 2, 2014

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

This is the time the Mayor will invite anyone in the audience wishing to address the Council on a matter not listed on the agenda to step to the podium, state your name for the record and make your presentation. **Presentations are limited to 3 minutes.** Under Government Code Section 54954.2, The Council is prohibited from taking action except for a brief response by the Council or staff to a statement or question relating to a non-agenda item.

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville City Employees' Association, Oroville Police Officers' Association, and Oroville Fire Fighters' Association.
2. Pursuant to Government Code Section 54957(b), the Council will meet with Labor Negotiators and City Attorney to consider the appointment, employment, evaluation of performance, discipline, and/or dismissal of a public employee related to the following position: Director of Finance.
3. Pursuant to Government Code Section 54956.8, the Council will meet with Real Property Negotiators, City Administrator and City Attorney, regarding the property identified as 2066 Bird Street, Oroville.
4. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator and City Attorney relating to existing litigation: Americanwest Bank v. Oroville Economic and Community Development Corp., et al., Butte County Superior Court, Case No. 161808.
5. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator, City Attorney and Counsel relating to existing litigation: WGS Dental, et al., v. City of Oroville, et al., Butte County Superior Court, Case No. 152036, Third District Court of Appeals, Case No. C 077181.
6. Pursuant to Government Code section 54956.9(b), the Council will meet with the City Administrator and the City Attorney regarding potential litigation – two cases.

ADJOURNMENT

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, October 21, 2014 at 5:00 p.m.

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

**CITY COUNCIL MEETING MINUTES
SEPTEMBER 16, 2014 – 5:00 P.M.**

The agenda for the September 16, 2014 regular meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall and on the City of Oroville's website located at www.cityoforoville.org on Friday, September 12, 2014, at 8:33 a.m.

The September 16, 2014 regular meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 5:06 p.m.

ROLL CALL

Present: Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox,
Mayor Dahlmeier
Absent: None

Staff Present:

Randy Murphy, City Administrator
Bill LaGrone, Director of Public Safety
Donald Rust, Director of Community Development
Glenn Lazof, Interim Director of Finance
Gary Layman, Chief Building Official
Rick Walls, Interim City Engineer

Scott Huber, City Attorney
Karolyn Fairbanks, City Treasurer
Jamie Hayes, Assistant City Clerk
Luis Topete, Associate Planner
Allen Byers, Asst. Police Chief
Liz Ehrenstrom, Human Resource Analyst II

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Dahlmeier.

PROCLAMATION / PRESENTATION

Director of Public Safety, Bill La Grone, gave a brief presentation relating to the CVS Med Return Drug Collection Program.

Mayor Dahlmeier presented Brian Hallen, CVS General Manager, with a Certificate of Appreciation for hosting the CVS Med Return Drug Collection Program.

Mayor Linda Dahlmeier gave a PowerPoint presentation relating to the U.S. Conference of Mayors.

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

Marian Walker – Item No. 5
Joe Spada – Item No. 10
Charles Kopp – Item No. 10
Bud Tracy – Item No. 11
Connie Parks – Item No. 11

Tom Griffis – Item No. 6
Celia Hirschman – Item No. 10
Ron Strong – Item No. 11
Steve Vandervort – Item No. 11

CONSENT CALENDAR

A motion was made by Council Member Pittman, seconded by Council Member Bunker, to approve the following Consent Calendar, with the exception of Item No. 2, 3, 4, and 6:

1. **APPROVAL OF THE MINUTES OF THE SEPTEMBER 2, 2014 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached
2. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**
3. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**
4. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**
5. **FACILITY USE FEE WAIVER REQUEST FROM THE CALIFORNIA STATE OLD TIME FIDDLER'S ASSOCIATION, INC.** – staff report

The Council considered a fee waiver request from the California State Old Time Fiddler's Association, Inc. for use of the Municipal Auditorium for the Feather River Gospel Hoedown and the 49th Annual California State Old Time Fiddle and Picking Championships. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Approve a 50% fee waiver, in the amount of \$1,582.50, and continue the requirement of the \$500 refundable security deposit.**

6. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**
7. **NEW DONATION TO THE C.F. LOTT HOME COMPLEX** – staff report

The Council considered the receipt of an Eastlake Victorian settee and chair. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Accept the donation of an Eastlake Victorian settee and chair for the C.F. Lott Home.**

8. **DONATIONS TO VARIOUS MUSEUMS** – staff report

The Council considered the receipt and acceptance of numerous donations for various City Museums from multiple donors. **(Donald Rust, Director of Community Development and Bob Marciniak, Program Specialist)**

Council Action Requested: **Accept the donations for various City Museums as indicated in the September 16, 2014 staff report.**

9. **DONATIONS TO VARIOUS MUSEUMS** – staff report

The Council received information about eleven (11) items that the volunteer Docent group did not recommend for acceptance. **(Donald Rust, Director of Community Development and Bob Marciniak, Program Specialist)**

Council Action Requested: **Accept the recommendations of the Park Commission as indicated in the September 16, 2014 staff report.**

The motion to approve the above Consent Calendar was passed by the following vote, with exception to Item No. 2, 3, 4 and 6:

Ayes: Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor
Wilcox, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: None

ITEMS REMOVED FROM THE CONSENT CALENDAR

2. AMENDMENTS TO BUDGET POLICY – staff report

The Council considered revisions to the purchasing section of Budget Policy 16 relating to the increase of the City Administrator Purchasing Authority to \$10,000. **(Randy Murphy, City Administrator and Glenn Lazof, Interim Director of Finance)**

This item was removed from the Consent Calendar at the request of Council Member Bunker for further clarification.

Following discussion, this item was continued to a future regular meeting of the Oroville City Council therefore no action was taken on the following:

Approve the revisions to the purchasing section of Budget Policy 16 relating to the increase of the City Administrator Purchasing Authority to \$10,000.

3. 2014 - 2015 FULL TIME EQUIVALENTS – staff report

The Council considered the Summary of Personnel Table. **(Randy Murphy, City Administrator and Glenn Lazof, Interim Director of Finance)**

This item was removed from the Consent Calendar at the request of Council Member Bunker for further clarification.

Following discussion, a motion was made by Vice Mayor Wilcox, seconded by Council Member Pittman, to:

Approve Summary of Personnel Table, with revisions, as directed by Council.

The motion was passed by the following vote:

Ayes: Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor
Wilcox, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: None

4. **FINAL ADJUSTMENTS FISCAL YEAR 2013-2014 BUDGET** – staff report

The Council considered revisions to the 2013-2014 Fiscal Year Budget. **(Randy Murphy, City Administrator and Glenn Lazof, Interim Director of Finance)**

This item was removed from the Consent Calendar at the request of Council Member Bunker for further clarification.

Following discussion, a motion was made by Vice Mayor Wilcox, seconded by Council Member Pittman, to:

Approve revisions to the 2013-2014 Fiscal Year Budget as indicated in the September 16, 2014 staff report.

The motion was passed by the following vote:

Ayes:	Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier
Noes:	None
Abstain:	None
Absent:	None

6. **MUNICIPAL AUDITORIUM FEE WAIVER REQUEST FOR THE CHRISTMAS CRAFT FAIRE** – staff report

The Council considered a fee waiver request from the Bird Street Media Project – KROV 91.1 Oroville Community Radio, for use of the Municipal Auditorium on December 5th and 6th for a Christmas Craft Faire. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

This item was removed from the Consent Calendar at the request of an audience member.

Tom Griffis, Bird Street Media Project – KROV 91.1 Oroville Community Radio, spoke in support of the fee waiver request for use of the Municipal Auditorium on December 6th for a Christmas Craft Faire.

Following discussion, a motion was made by Council Member Simpson, seconded by Council Member Bunker, to:

Approve a 50% fee waiver in the amount of \$365 and collect the refundable security deposit from the Bird Street Media Project – KROV 91.1 Oroville Community Radio, for use of the Municipal Auditorium on December 6th for a Christmas Craft Faire.

The motion was passed by the following vote:

Ayes:	Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier
Noes:	None
Abstain:	None
Absent:	None

REGULAR BUSINESS

10. DESIGNATION OF PREFERENTIAL PARKING AREAS – staff report

The Council considered designating certain areas within the City of Oroville as preferential parking areas in accordance with City Ordinance No. 1633. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Joe Spada, Celia Hirschman and Charles Kopp spoke in opposition to paying for preferential parking.

Following further discussion, a motion was made by Council Member Bunker, seconded by Council Member Andoe, to:

Adopt Resolution No. 8261 – A RESOLUTION OF THE OROVILLE CITY COUNCIL DESIGNATING CERTAIN AREAS OF THE CITY OF OROVILLE AS PREFERENTIAL PARKING AREAS IN ACCORDANCE WITH CITY ORDINANCE NO. 1633 AND WAIVE THE PARKING FEE FOR RESIDENTS LIVING WITHIN THE DESIGNATED PREFERRED PARKING AREA.

The motion was passed by the following vote:

Ayes:	Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier
Noes:	None
Abstain:	None
Absent:	None

11. MINER’S ALLEY BREWING COMPANY REQUEST TO PURCHASE CITY PROPERTY FOR AN OUTDOOR DINING VENUE – staff report

The Council considered a proposal from the owners of the Miner’s Alley Brewing Company to purchase a City-owned property for the purpose of establishing an outdoor dining venue as part of their restaurant and brew house. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Ron Strong spoke in support of leasing the proposed City-owned property to the owners of the Miner’s Alley Brewing Company.

Applicants, Steve Vandervort and Connie Parks, spoke in support of the sale of City-owned property for the purpose of establishing an outdoor dining venue as part of their restaurant and brew house.

Bud Tracy spoke in support of establishing an outdoor dining venue on City-owned property but voiced opposition to the proposed sale amount of the property.

Following further discussion, the Council directed staff to continue to work with the owners of the Miner’s Alley Brewing Company by obtaining a fair market value for the proposed lease of the City-owned property and to return to Council for further consideration.

12. ACCEPTANCE OF FEDERAL AVIATION ADMINISTRATION GRANT OFFER FOR SAFETY GRADING AND DRAINAGE DESIGN AT OROVILLE MUNICIPAL AIRPORT – staff report

The Council considered the approval of a grant offer from the Federal Aviation Administration (FAA) for design work related to safety grading and drainage at Oroville Municipal Airport. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

A motion was made by Council Member Bunker, seconded by Council Member Pittman, to:

Adopt Resolution No. 8262 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR GRANT FUNDS TO BE RECEIVED UNDER THE CITY’S 2014 AIRPORT CAPITAL IMPROVEMENT PROGRAM FOR SAFETY GRADING AND DRAINAGE DESIGN.

The motion was passed by the following vote:

Ayes:	Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier
Noes:	None
Abstain:	None
Absent:	None

MAYOR/ COUNCIL REPORTS

Council Member Pittman reported that

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

- Finance Department – activity report and purchase order carryover’s
- Public Safety – Activity Report

Bill La Grone, Director of Public Safety, reported that he had rescinded a request to reduce the Dispatch Services Agreement with El Medio Fire District in the amount of \$25,000.

Donald Rust, Director of Community Development, reported his attendance to American Planner’s Association.

Randy Murphy, City Administrator, reported his attendance to the League of California Cities Annual Conference.

CORRESPONDENCE -None

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON NON-AGENDA ITEMS

Lori and Max Coryell spoke to the Council in regards to the death of Victor Coleman.

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville City Employees' Association, Oroville Fire Fighters' Association and Oroville Police Officers' Association.
2. Pursuant to Government Code Section 54957(b), the Council met with Labor Negotiators and City Attorney to consider the appointment, employment, evaluation of performance, discipline, and/or dismissal of a public employee related to the following position: Director of Finance.
3. Pursuant to Government Code Section 54957(b), the Council met with Labor Negotiators and City Attorney to consider the appointment, employment, evaluation of performance, discipline, and/or dismissal of a public employee related to the following position: City Administrator.
4. Pursuant to Government Code Section 54957(b), the Council met with Labor Negotiators and City Attorney to consider the appointment, employment, evaluation of performance, discipline, and/or dismissal of a public employee related to the following position: Director of Public Safety.
5. Pursuant to Government Code section 54956.9(b), the Council met with the City Administrator and the City Attorney regarding potential litigation – three cases.

Mayor Dahlmeier announced that no actions had been taken in Closed Session and direction had been given to staff.

ADJOURNMENT

The meeting was adjourned at 8:53 p.m. A special meeting of the Oroville City Council will be held on Tuesday, September 23, 2014, at 10:00 a.m.

Randy Murphy, City Clerk

Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL MEETING MINUTES
SEPTEMBER 23, 2014 – 5:00 P.M.**

The agenda for the September 23, 2014 special meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall and on the City of Oroville's website locate at www.cityoforoville.org on Friday, September 22, 2014 at 9:59 a.m.

The September 23, 2014 special meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 10:16 a.m.

ROLL CALL

Present: Council Members Andoe, Berry (arrived late), Bunker, Pittman (arrived late), Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

Absent: None

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Dahlmeier.

SPECIAL BUSINESS - CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with Labor Negotiators and City Attorney to consider the appointment, employment, evaluation of performance, discipline, and/or dismissal of a public employee related to the following position: Director of Finance.
2. Pursuant to Government Code section 54956.9(b), the Council met with the City Administrator and the City Attorney regarding potential litigation – one case.

Mayor Dahlmeier announced that no actions had been taken in Closed Session and direction had been given to staff.

ADJOURNMENT

The meeting was adjourned at 4:38 p.m. to a regular meeting of the Oroville City Council to be held on Tuesday, October 7, 2014 at 5:00 p.m.

Randy Murphy, City Clerk

Linda L. Dahlmeier, Mayor

**CITY OF OROVILLE
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS
RANDY MURPHY, CITY ADMINISTRATOR**

FROM: BILL LA GRONE, CHIEF OF POLICE

**RE: LEASE OF BUTTE COLLEGE INSTRUCTIONAL FIREARMS
RANGE**

DATE: OCTOBER 7, 2014

SUMMARY

The Council may consider a Letter of Agreement with Butte College relating to the use of the Butte College Instructional Firearms Range, for \$150 annually, by the Oroville Police Department for personnel training.

DISCUSSION

The Oroville Public Safety Department (Police) is requesting authorization to use the Butte College Instructional Firearms Range for the nominal fee of \$150 per year for unlimited facility use.

Sworn personnel are required to qualify with their weapons four times per year. Officers qualify by shooting at and hitting targets in different poses, all while being timed. Historically, OPD has used the firing range operated by the State of California located near the Diversion Dam on Thompson Flat Cemetery Road. The training available at this State range is limited in that it is outdoors and is set up for traditional target practice only.

The Oroville Police Department began using the Butte College range during 2007/08 fiscal year. The Butte College shooting range is specifically designed for law enforcement training. This training range includes facilities where officers practice using handguns, rifles and shotguns and has a climate-controlled training room for instructional use. Additionally, the Butte College range has a room dedicated to tactical firearms training which allows for essential officer safety skills training that is unavailable at the State range.

FISCAL IMPACT

Funding for this agreement is provided in the 2014/15 operational budget.

RECOMMENDATIONS

Adopt Resolution No. 8263 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SAFETY TO EXECUTE A LETTER OF AGREEMENT FOR USE OF THE BUTTE COLLEGE INSTRUCTIONAL FIREARMS RANGE – (Agreement No. 1841-5).

ATTACHMENTS

Resolution No. 8263

Agreement No. 1841-5

Correspondence regarding the lease from Ouane Dossey, Public Safety Education & Training Center

**CITY OF OROVILLE
RESOLUTION NO. 8263**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE DIRECTOR OF PUBLIC SAFETY TO EXECUTE A LETTER OF
AGREEMENT FOR USE OF THE BUTTE COLLEGE INSTRUCTIONAL FIREARMS
RANGE**

(Agreement No. 1841-5)

Be it hereby resolved by the Oroville City Council as follows:

1. The Director of Public Safety is hereby authorized and directed to execute a Letter of Agreement, in the amount of \$150/annually, for the lease of the Butte College Instructional Firearms Range for use by the Oroville Police Department. A copy of the Letter of Agreement has been attached as Exhibit A.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on October 7, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED TO AS FORM:

ATTEST:

Scott E. Huber, City Attorney

Randy Murphy, City Clerk



EXTERNAL ORGANIZATIONS
FACILITY & EQUIPMENT USE APPLICATION

FORM, CERTIFICATE AND PERMIT(S) MUST BE COMPLETE
AND SUBMITTED 15 WORKING DAYS PRIOR TO USE DATE.

Name of Organization
Address phone no.

Butte College co-sponsor/s (if any, refer to District Procedure 4.42, 4e)

1. Description of activity to be conducted (Be specific. Use back side if necessary) USE OF BUTTE COLLEGE FIRING RANGE

2. Will there be any off campus vendors/participants selling and/or serving food? Yes No
All vendors/participants must supply proof of a valid Butte County Health Permit.

3. Are you a non-profit organization? Yes No If yes, provide tax-exempt no.
NOMINAL FEE OF \$150/YEAR DUE TO THE DISTRICT FOR MAINTENANCE OF THE RANGE

4. a. Is the event open to the public? Yes No b. Attendance Expected

5. Date(s) Requested JULY 1, 2014-JUNE 30, 2015 Time: to

Actual Time(s) of event (if different): CALL 895-2401 FOR RESERVATIONS

6. Request is hereby made for the use of the following Butte College property and should reflect all requirements you have for your function to include equipment, services, and map(s) (BE SPECIFIC). PLEASE NOTE: ANYTHING NOT LISTED WILL NOT BE PROVIDED. (Please check):

- Gymnasium Football Field Cafeteria/Dining
Tennis Courts Large Practice Field Campus Center Lobby
Volleyball Courts Small Practice Field Campus Center Lounge
Baseball Field Locker room M W Ivy Hill Lawn
Softball Field Classroom (Specify building) Campus Center Lawn
Soccer Field Board Room Amphitheater

X FIRING RANGE Career Training Center (call 530-897-6230) Chico Center (call 530-895-1352)

Request is hereby made for the use of the following Butte College equipment (SPECIFY. Attach a list if necessary.)

7. For catering: Please call Food Services (530) 895-2466 to obtain catering order.

8. Hold Harmless & Indemnification Agreement:
The undersigned agrees to defend, indemnify and hold harmless the BGCCD, its Board of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, actions and judgments arising from personal injuries, property damage or otherwise, however caused, that may arise from or be alleged to be caused by the undersigned's use or occupancy of District facilities, furniture, equipment or grounds. The undersigned further agrees to provide a certificate of insurance for liability coverage's satisfactory to the District.

9. Insurance Requirement:
At least five days prior to the use of facilities, organizations must submit to Facilities Planning and Management an Insurance certificate with combined single limits of \$1,000,000 and an additional insured endorsement naming the Butte-Glenn Community College District, it's Board of Trustees, officers, agents and employees. The insurance certificate provided by organization pursuant to this agreement must also state that this insurance shall be primary to any insurance purchased or owned by the District. The District will not provide setups, services or facilities until required insurance is provided.

10. Payment must be received no later than five (5) working days after use.
11. The District reserves the right to deny requests for use of facilities and equipment if activity is deemed to be high risk including but not limited to those involving aircraft or watercraft, speed contests, rodeo activities, animals, fireworks, etc.

12. Declaration of Applicant:
a. I, the undersigned, hereby certify that I will be held personally responsible on behalf of the applicant for any damages sustained by the District, including its buildings, furniture, equipment or grounds, occurring through the occupancy or use of said facilities and/or grounds by the applicant, normal wear and tear excepted.
b. I hereby certify that I have received and read the rules, regulations, conditions and terms accompanying this application and that I and the applicant which I represent will abide by them and will conform to all applicable provisions of the Constitution and the laws of California and to all other rules and regulations of the Board and its authorized agents which may be communicated to the applicant.
c. It is agreed that if cancellation is not made at least 48 hours in advance, full fees will be charged and that changes in date or extension of time shall be made only as specified by the rules governing use of school facilities. (Fees will be charged if setup has been started at the time of cancellation?)
d. In executing this declaration I certify that I have been duly authorized by the herein set forth applicant to act in its behalf in making application for use of said facilities.
e. The undersigned states that to the best of his/her knowledge the school property for use of which application is hereby made will not be used for commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the Government of the United States by force, violence or other unlawful means and that to the best of his/her knowledge it is not a communist action organization required by law to be registered with the Attorney General of the United States.
f. In signing this application, the undersigned on their behalf and on behalf of the organization acknowledges that the BGCCD assumes no responsibility for the condition or maintenance of the facility/equipment used, and that organization assumes all risk and liability of any type relative to the use of facility/equipment.

Authorized Person Signature/Title/Phone no. Date
Onsite Contact Person Signature/Title/Phone no. Date
Contact Person/Title/Phone no. Date
(Must be present and responsible for conduct and compliance with agreement)

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
Public Safety Education and Training Center
(530) 895-2401

Invoice No. PS-1403
September 22, 2014

Donald Rust, Interim City Administrator
Oroville Police Department
2055 Lincoln Street
Oroville, CA 95966

Use fee – Butte College Firearms Range – July 1, 2014 through June 30, 2015

TOTAL AMOUNT DUE: \$150.00

Please make check payable to: Butte College
(please reference Firing Range)

send to: Ouane Dossey AHPS 144
Butte College
3536 Butte Campus Drive
Oroville, CA 95965

Thank you!

Butte College Range Rules – Allied Agencies

Violations of the following range rules may result in the termination of the existing Range Use Agreement between Butte College and your agency

1. To ensure the safety of all training participants, and to ensure that these range rules are consistently followed, a POST-certified Rangemaster is required to be present when the range facility is used by your agency personnel.
2. Shooting at the range facility shall only be done into the target backstop, and only from industry-recognized shooting positions. Shooting is strictly prohibited from the berms or the target backstop.
3. Automatic weapons shall only be fired on the rifle/shotgun side of the range facility, and shall not be fired at distances greater than 10 yards from the target unless prior approval is received from the Butte College Range Supervisor.
4. Rifles and/or shotguns shall not be fired on the handgun side of the range facility unless prior approval is received from the Butte College Range Supervisor.
5. Targets shall only be placed at the established target line close to the target backstop. Targets shall not be placed on top of or adjacent to the side berms.
6. The use of metal targets and bowling pins as targets is prohibited on the range facility due to the likelihood of ricochets and possible injuries. Targets comprised of cardboard, paper, and plastic are authorized. The use of alternative materials for targets must receive prior approval from the Butte College Range Supervisor. Butte College target bases or downrange lane designators shall not be used as target stands for targets.
7. The maximum distance from the targets when shooting on the handgun side of the range facility is 25 yards.
8. The maximum distance from the targets when shooting on the rifle/shotgun side of the range facility is 65 yards.
9. A Connex Box located on the rifle/shotgun side of the range facility is provided for storage of your agency's range materials. Do not use range materials from another agency without specific permission from that agency.

Butte College Range Rules – Allied Agencies
Page 2

10. Injuries incurred on the range facility shall be reported promptly to the Butte College Range Supervisor or the Butte College Law Enforcement Academy at (530) 895-2401.
11. Damage caused/discovered on the range facility shall be reported promptly to the Butte College Range Supervisor or the Butte College Law Enforcement Academy at (530) 895-2401.
12. No burning is allowed on the range facility.
13. Remove all of your refuse and pick up your shell casings at the conclusion of your training session. This includes empty ammunition boxes and used targets.
14. Brass shell casings may be removed from the range facility or deposited in the provided collection containers for sale to support maintenance of the range facility.
15. Ensuring proactive lead safety measures is the responsibility of your agency Rangemaster. The dangers of lead poisoning shall be included in your safety briefing for all range participants. The attached "Lead Safety on the Range" handout is provided for your convenience.
16. It is recommended that all agencies have a designated safety officer identified prior to all range activities, have appropriate first aid equipment available, and are familiar with medical aid activation procedures.



BUTTE COLLEGE

Public Safety Education and Training Center

September 22, 2014

Oroville Police Department

2055 Lincoln Street

Oroville, CA 95966

RE: Use of Butte College Instructional Firing Range for FY2014/15

Please complete the enclosed Facility and Equipment Use Application for External Organizations and submit a certificate of insurance as described in item 9. Provided for your reference is the Butte College Range Rules. To use the range, please call the Public Safety Office at (530) 895-2401 for reservations. Your agency should have a set of keys to the Butte College Instructional Firing Range located on Wilbur Road, Oroville. If your agency does not have keys or has misplaced the issued copy, please notify me immediately for a new set.

Please note in item 3 that there is a nominal fee of \$150. The fee covers the use of the range from July 1, 2014 – June 30, 2015. The fee will be used to help pay for the cost of maintaining the range.

Please return the Facility and Equipment Use Application, certificate of insurance and a check to:

Butte College
Attn: Ouane Dossey, AHPS 144
3536 Butte Campus Drive
Oroville, CA 95965

If you have any questions, you can reach me at (530) 895-2211 or dosseyou@butte.edu.
We look forward to working with you!

Sincerely,

Ouane Dossey
Program Assistant

**CITY OF OROVILLE
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS
RANDY MURPHY, CITY ADMINISTRATOR**

FROM: BILL LA GRONE, PUBLIC SAFETY DIRECTOR

**RE: MEMORANDUM OF UNDERSTANDING BETWEEN THE
OROVILLE POLICE DEPARTMENT AND RIDEOUT HEALTH
GROUP**

DATE: OCTOBER 7, 2014

SUMMARY

The Council may consider a Memorandum of Understanding (MOU) with Rideout Health Group to provide sexual assault examinations.

DISCUSSION

The Oroville Police Department responds to approximately 30 reported rapes each year. This type of crime requires specialized collection of evidence. This specialized collection of evidence is achieved by specially trained nurses and other medical professionals. This exam and collection of evidence is traumatic but necessary for the successful prosecution of the perpetrators of this type of crime. It is also necessary for the victims of these types of crimes to be medically evaluated and treated for any injuries that resulted from these assaults. The Oroville Police Department typically relies upon the Oroville Hospital to provide these services; unfortunately it is necessary to have a secondary location where these examinations can be performed. The Oroville Police Department has utilized the services of Rideout Health Group in the past. This memorandum will ensure the availability of a specially trained medical professional to care for the victim and assist law enforcement in the collection of evidence.

A secondary issue is the cost of these examinations. The penal code requires that the local law enforcement agency where the crime occurred must pay the cost of this examination. This MOU will ensure consistent billing for the duration of this agreement.

FISCAL IMPACT

It is not possible to estimate the overall expense of these examinations for each fiscal year, due to the fact we are unable to predict the number of assaults that will occur. The cost for each examination is as follows:

Adult/adolescent victim examination	\$1500
Suspect Examination	\$675
Cancelled Exam	\$300

As stated, cost is a secondary factor to the need for a secondary location. However, for comparison purposes, there were two charges identified last fiscal year as Sexual Assault Exams, cost for each at Oroville Hospital was \$1,080.

RECOMMENDATION(S)

Adopt Resolution No. 8264 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SAFETY TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE OROVILLE POLICE DEPARTMENT AND RIDEOUT HEALTH GROUP(RHG) FOR SEXUAL ASSAULT EXAMINATION AND THE ASSOCIATED COST FOR THE EXAMINATION, FOR ONE YEAR (OCTOBER 2014 – NOVEMBER 2015) (Agreement No. 3029-1).

ATTACHMENTS

Resolution No. 8264
Agreement No. 3029-1

**CITY OF OROVILLE
RESOLUTION NO. 8264**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SAFETY TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE OROVILLE POLICE DEPARTMENT AND RIDEOUT HEALTH GROUP FOR SEXUAL ASSAULT EXAMINATIONS AND THE ASSOICATE COST FOR THE EXAMINATION FOR ONE YEAR

(Agreement No. 3029-1)

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

1. The Director of Public Safety is hereby authorized and directed to execute a Memorandum of Understanding between the Oroville Police Department and Rideout Health Group for sexual assault examinations and the associate cost for the examination, for one year (October 2014 – November 2015). A copy of the Memorandum of Understanding is attached as Exhibit A.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on October 7, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED TO AS FORM:

ATTEST:

Scott E. Huber, City Attorney

Randy Murphy, City Clerk

MEMORANDUM OF UNDERSTANDING

**RIDEOUT HEALTH
AND
OROVILLE POLICE DEPARTMENT**

WHEREAS, Rideout Health has, obtained the required training and certification of personnel for the performance of examinations of victims and suspects in cases of suspected sexual assault; and

WHEREAS, This training was received at a training center established pursuant to Penal Code Section 13823.93 within the guidelines established by Penal code section 13823.13 for the training of qualified health practitioners in the specialized techniques required in cases of suspected sexual assault; and

WHEREAS, Rideout Health has established group of Sexual Assault Nurse Examiners (SANE) comprised of Rideout Health personnel who are part of the Sexual Assault Response Team (SART) and have been so trained and qualified; and

WHEREAS, This training and the additional use of photographic colposcopy by the personnel comprising SANE produces a higher quality examination with significantly greater evidentiary benefit than a standard, gross physical exam; and

WHEREAS, Maintaining the level of training required for these specialized procedures creates an ongoing, and costly, commitment by Rideout Health; and

WHEREAS, Law enforcement agencies are financially responsible for costs of sexual assault examinations resulting from offenses in their jurisdiction pursuant to Penal Code Section 13823.95;

IT IS HEREBY AGREED by the Butte County District Attorney's Office, the Oroville Police Department and Rideout Health, that;

The Butte County District Attorney's Office and the Oroville Police Department will designate Rideout Health as a provider of sexual assault examination services pursuant to Penal Code Section 13823.9 (c).

Examinations performed by the SANE personnel at Rideout Health shall comply with the standards specified in Penal Code Section 13823.11 and the protocol and guidelines which have been established pursuant to Penal Code Section 13823.5.

Attachment 1

MEMORANDUM OF UNDERSTANDING

RIDEOUT HEALTH

AND

OROVILLE POLICE DEPARTMENT

BILLING RATES

Adult/adolescent victim examination	\$ 1500.00
Suspect Examination	\$ 675.00
Aborted Exam	\$ 300.00

**OROVILLE CITY COUNCIL
STAFF REPORT**

**TO: MAYOR DAHLMEIER, COUNCIL MEMBERS AND
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
RICK WALLS, INTERIM CITY ENGINEER
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM
APPLICATION**

DATE: OCTOBER 7, 2014

SUMMARY

The Council may consider a State of California Department of Transportation Matching Grant for FAA Airport Improvement Program Application for the Safety Area Grading and Drainage Improvements Design Project at the Oroville Municipal Airport.

DISCUSSION

The City's 2014 Airport Capital Improvement Program (ACIP), which has been approved by the FAA, includes a project for the preparation of plans and specifications for Runway 2-20 safety grading and airport drainage design. The soil grades within the Runway Safety Area for Runway 2-20 are higher than the runway is in one small area near Runway 2-20 and do not conform to FAA's Runway Safety Area requirements. This 9,000 square foot area requires grading to lower the elevation within the Runway Safety Area. The existing drain lines under Runway 2-20 are undersized and flooding of the runway occurs during heavy storms. It is proposed to construct an additional drainage culvert bored under Runway 2-20 based on the Drainage Study recently completed for the Oroville Municipal Airport. On September 16, 2014, the Council approved FAA Grant No. 3-06-0178-020 which provides \$63,090 in funding toward the Project.

Staff has prepared a State matching grant application that will provide a 5% match of \$3,155 to the FAA grant. An authorizing resolution is required to accompany the State matching grant application.

A summary of the project and grant costs is presented below.

Design Cost – Reinard Brandley:	\$57,000
City Admin Cost:	\$13,100

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Total Cost:	\$70,100
Revenue - FAA Grant at 90% (grant approved by FAA):	\$63,090
Revenue - State matching Grant at 5%:	\$3,155
Balance City Cost:	\$3,855

FISCAL IMPACT

Assuming that the State approves the matching grant application for \$3,155, the Project will require a net outlay of City funds of \$3,855 which will be paid from the Airport Fund.

RECOMMENDATION

Adopt Resolution No. 8265 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE STATE OF CALIFORNIA MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM APPLICATION FOR THE SAFETY AREA GRADING AND DRAINAGE IMPROVEMENTS DESIGN PROJECT AT THE OROVILLE MUNICIPAL AIRPORT – (Agreement No. 3085).

ATTACHMENT(S)

Resolution No. 8265
 Agreement No. 3085

**CITY OF OROVILLE
RESOLUTION NO. 8265**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE STATE OF CALIFORNIA MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM APPLICATION FOR THE SAFETY AREA GRADING AND DRAINAGE IMPROVEMENTS DESIGN PROJECT AT THE OROVILLE MUNICIPAL AIRPORT

(Agreement No. 3085)

WHEREAS, the City of Oroville and the Federal Aviation Administration will be parties to Federal Airport Improvement Program (AIP) grant, No. 3-06-0178-020, for the City's Safety Area Grading and Drainage Improvement Design Project; and

WHEREAS, the California Department of Transportation (Caltrans), pursuant to the Public Utilities Code section 21683.1, currently provides grants of 5.0% of Federal Aviation Administration grants to airports; and

WHEREAS, Caltrans requires the Oroville City Council to adopt a resolution authorizing the submission of an application for a Caltrans matching grant; and

WHEREAS, the amount of the Caltrans grant would be \$3,155.

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

- Section 1 The Council authorizes and directs the Mayor to sign an application for a Caltrans matching grant for the Project.

- Section 2 The Council also authorizes the Mayor to execute the matching grant agreement with Caltrans and any documents required to apply for and accept the matching grant funds on behalf of the City or Oroville.

- Section 3 The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on October 7, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

Linda L. Dahlmeier, Mayor

ATTEST:

Randy Murphy, City Clerk

STATE MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM - APPLICATION

DOA-0012 (REV 06/2011)

PLEASE PRINT OR TYPE AND COMPLETE ALL ITEMS

PART I. AIRPORT INFORMATION

PUBLIC ENTITY City of Oroville	AIRPORT NAME Oroville Municipal Airport	PERMIT NO. Butte-002
CONTACT NAME Rick Walls	TITLE Airport Manager	
BUSINESS ADDRESS 1735 Montgomery Street, Oroville, CA 95965		BUSINESS PHONE (530) 538-2507

PART II. PROJECT INFORMATIONVerify that project is within the Department's most recent Capital Improvement Plan: YES NO If no, then project is not eligible for grant funds.

DESCRIPTIVE TITLE OF APPLICANT'S PROJECT(as shown on page one of the executed grant agreement and in the adopted Capital Improvement Plan): Attach Additional Sheets If Necessary Runway 2-20 safety area grading design and drainage improvements design	FEDERAL GRANT	\$ 63,090.00
	APPLICANT FUNDS	\$ 3,855.00
	STATE FUNDS *	\$ 3,155.00
	TOTAL COST OF PROJECT	\$ 70,100.00
* Maximum is 5% of the federal grant amount		

PART III. REQUIRED SUPPORTING DOCUMENTS

Pursuant to Public Utilities Code Sections 21681-21684 and Section 4067 of the CAAP Regulations, please submit the following documents with this application:

- Local government approval (*resolution or minute order*) as described in Section 4067(a).
- FAA Grant Agreement with FAA and sponsor signatures.
- Verification of full compliance with the California Environmental Quality Act (CEQA) by submitting information to fulfill either 1. or 2. below:
 1. Copy of Notice of Exemption or provide the Categorical Exemption Class # 15306 (CEQA Guidelines Sections 15300-15333)
 2. Copy of Notice of Determination or provide the following information:
 - Environmental Impact Report (Title/Date) _____ State Clearinghouse (SCH)# _____ or
 - Negative Declaration (Title/Date) _____ State Clearinghouse (SCH)# _____ or
 - National Environmental Policy Act (NEPA) document (Title/Date) _____
(NEPA documents-Environmental Impact Statement or Finding of No Significant Impact must comply with CEQA provisions)
- 11 x 17-inch Drawing or Airport Layout Plan showing project location(s) and dimensions.
- Completed CAAP Certification (Form DOA-0007), if not submitted to the Division of Aeronautics earlier for this fiscal year.
- Additional documentation may be required if items in the FAA AIP grant are not eligible for CAAP funding.

PART IV. AUTHORIZATION

AUTHORIZED OFFICIAL'S SIGNATURE	TITLE Mayor
PRINT NAME Linda L. Dahlmeier	DATE October 7, 2014

SEND COMPLETED APPLICATION AND ALL SUPPORTING DOCUMENTS TO:

CALIFORNIA DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS - MS #40
P. O. BOX 942874
SACRAMENTO, CA 94274-0001

**OROVILLE CITY COUNCIL
STAFF REPORT**

**TO: MAYOR DAHLMEIER, COUNCIL MEMBERS AND
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
RICK WALLS, INTERIM CITY ENGINEER
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
WITH REINARD BRANDLEY FOR SAFETY AREA GRADING AND
DRAINAGE IMPROVEMENTS DESIGN AT OROVILLE MUNICIPAL
AIRPORT**

DATE: OCTOBER 7, 2014

SUMMARY

The Council may consider an amendment to the Professional Services Agreement with Reinard Brandley, Consulting Airport Engineer (Brandley) for safety area grading and drainage improvements design at the Oroville Municipal Airport.

DISCUSSION

The City's 2014 Airport Capital Improvement Program (ACIP) which has been approved by the FAA includes a project for the preparation of plans and specifications for Runway 2-20 safety grading and airport drainage design. On September 16, 2014, the Council approved FAA Grant No. 3-06-0178-020 which provides \$63,090 in funding toward this project. In addition, staff has prepared a State matching grant application that will provide a 5% match of \$3,155 to the FAA grant.

Staff has received an engineering services proposal from Reinard Brandley for the preparation of plans and specifications for this project. Brandley's proposed fee is \$47,000 for the work to be completed on a time and materials basis. Brandley was previously selected through a Request for Proposal process completed in April 2011 to provide the City with airport improvement design services. In accordance with FAA policy, the City's selection to use Brandley as a sole source for airport improvement design services is good for 5 years.

FISCAL IMPACT

The City will be reimbursed 90% (\$51,300) from FAA No. 3-06-0178-020 for work to be completed by Brandley. In addition, staff anticipates receiving a 5% State grant match

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of \$2,350 from Caltrans Division of Aeronautics. The balance of \$3,350 would be paid by the Airport Fund. Funds are available in the 2014/15 budget:

Airport Fund	130-7000-3500	\$3,500
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RECOMMENDATION

Adopt Resolution No. 8266 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH REINARD W. BRANDLEY FOR THE PREPARATION OF PLANS AND SPECIFICATIONS FOR THE SAFETY AREA GRADING AND DRAINAGE IMPROVEMENT PROJECT AT THE OROVILLE MUNICIPAL AIRPORT – (Agreement No. 2006-9).

ATTACHMENT(S)

Resolution No. 8266
Agreement No. 2006-9

**CITY OF OROVILLE
RESOLUTION NO. 8266**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH REINARD W. BRANDLEY FOR THE PREPARATION OF PLANS AND SPECIFICATIONS FOR THE SAFETY AREA GRADING AND DRAINAGE IMPROVEMENT PROJECT AT THE OROVILLE MUNICIPAL AIRPORT

(Agreement No. 2006-9)

WHEREAS, the City of Oroville has previously selected Reinard W. Brandley, Consulting Airport Engineer, as the most qualified firm, in response to a Request for Proposals for airport consulting services, and

WHEREAS, the City has negotiated with Reinard W. Brandley, Consulting Airport Engineer, for a fee of \$47,000 for the preparation of plans and specifications for the Safety Area Grading and Drainage Improvements Project (Project).

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

1. The Mayor is hereby authorized and directed to execute an Amendment to the Professional Services Agreement with Reinard W. Brandley, Airport Consulting Engineer for the Project. A copy of the Amendment is attached to this resolution.
2. The City Clerk shall attest to the adoption of this resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on October 7, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

/

/

/

/

/

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Randy Murphy, City Clerk

NINTH AMENDMENT TO AGREEMENT NO. 2006 FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF OROVILLE AND REINARD W. BRANDLEY, CONSULTING AIRPORT ENGINEER

This Ninth Amendment dated October 7, 2014, is to the Agreement No. 2006 between the **City of Oroville** ("City") and **Reinard W. Brandley, Consulting Airport Engineer** ("Consultant").

In consideration of the terms and conditions herein, the City and the Consultant agree that Agreement No. 2006 shall be amended as follows:

1. Consultant shall provide for City the additional consultant services set forth in Exhibit "A" attached to this Amendment.
2. City shall pay Consultant no more than an additional \$47,000 for the preparation of plans and specifications for the Safety Area Grading and Drainage Improvements Project (Project) at Oroville Municipal Airport based on the fee proposal included in "Exhibit A" to this Amendment. Total compensation between the original Agreement, Amendments No. 1 – 8, and this Amendment shall not exceed \$343,266.
3. The \$47,000 authorized by this Amendment shall be used only to pay the Consultant to complete the Project.
4. Conflicts between the Agreement, the First through Eighth Amendments, and this Ninth Amendment shall be controlled by this Ninth Amendment. All other provisions within Agreement No. 2006 shall remain in full force and effect.

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

CITY OF OROVILLE

REINARD W. BRANDLEY

By: _____
Linda L. Dahlmeier, Mayor

By: _____

Title: _____

Business License# _____

Tax ID No.: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Randy Murphy, City Clerk

ATTACHMENTS:

Exhibit A – Scope of Services and Fee Proposal

EXHIBIT - A

Reinard W. Brandley
CONSULTING AIRPORT ENGINEER



6125 King Road, Suite 201
Loomis, California 95650

Telephone: (916) 652-4725
Fax: (916) 652-8029
e-mail: brandley@rwbrandley.com

August 21, 2014

Mr. Rick Walls, P.E.
Senior Civil Engineer
Public Works Department
City of Oroville
1735 Montgomery Street
Oroville, California 95965-4897

Subject: Oroville Municipal Airport
Construct Drainage Improvements for Runway 2-20
Grade Safety Area Near Runway 2-20
Proposal for Engineering Design Services

Dear Mr. Walls:

The City of Oroville proposes to complete the engineering design of the Construct Drainage Improvements for Runway 2-20 and the Grade Safety Area Near Runway 2-20 at the Oroville Municipal Airport and have plans and specifications ready on the shelf so that when funds become available for construction, these documents will be ready to go out to bid with minor adjustments. Our office is pleased to present to the City of Oroville our proposal for providing engineering services necessary to design and develop plans and specifications for these projects.

The engineering services included in our proposal are as follows:

- Planning and prep work including project scoping and layout
- Topographic surveys
- Create airspace case in OE/AAA – Construction Safety and Phasing Plan.
- Engineering design and preparation of plans and specifications, Engineer's Report including Engineer's Estimate, and Construction Management Plan.

Our proposed cost for this work is as follows:

<u>Project No. 1 - Construct Drainage Improvements for Runway 2-20</u>	
Task 1 – Planning/Prep Work – Scoping, Layout, File 7460-1	\$5,400
Task 2 – Topographic Surveys	5,000
Task 3 – Draft Plans & Specs (80%) & Estimate	21,200
Task 4 – Final Plans & Specs (100%) & Reports	5,400
Total Project No. 1	<u>\$37,000</u>

Project No. 2 – Grade Safety Area Near Runway 2-20

Task 1 – Planning/Prep Work – Scoping, Layout, File 7460-1	\$1,200
Task 2 – Topographic Surveys	2,000
Task 3 – Draft Plans & Specs (80%) & Estimate	5,300
Task 4 – Final Plans & Specs (100%) & Reports	<u>1,500</u>
Total Project No. 2	<u>\$10,000</u>

Our unit costs that will apply during the design of this project are included in Table No. 1. A breakdown of fees showing time and materials for each task for the total project and for each task is included in Table No. 2 for Project No. 1 and in Table No. 3 for Project No. 2.

Assistance during bidding and award, engineering monitoring during construction, review of contractor submittals, resident engineering and inspection, and preparation of final reports and record drawings are not included in this phase of work. A separate contract will be required for this phase after you have received approval from F.A.A. for a grant to cover the cost of construction and construction management for these projects.

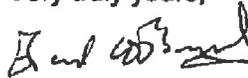
Our office is prepared to proceed immediately with these projects upon receipt of an agreement and authorization to proceed and will complete the project within 60 days after start of work.

If this proposal is satisfactory, please prepare an agreement between the City of Oroville and our office for this work.

F.A.A. requires that you obtain approval from them prior to signing an agreement for engineering services. Please send a copy of the proposed agreement along with a signed Sponsor Certification for Consultant Selection to Abel Tapia of F.A.A. and request that they approve this agreement. A copy of this certification is enclosed for your use.

We appreciate the opportunity of presenting this proposal and looking forward to working with you on these projects.

Very truly yours,



Reinard W. Brandley

RWB:aw
Attachments

TABLE NO. 1

STANDARD SCHEDULE OF HOURLY RATES

REINARD W. BRANDLEY * CONSULTING AIRPORT ENGINEER

Personnel

Reinard W. Brandley.....	\$250.00/Hour
Senior Engineer/Resident Engineer.....	\$125.00/Hour
Junior Engineer	\$90.00/Hour
Senior Drafter/Senior Inspector.....	\$90.00/Hour
Junior Drafter/Junior Inspector.....	\$75.00/Hour
Testing Technician.....	\$85.00/Hour
Project Administrator	\$70.00/Hour

Travel and Equipment Rental

Per Diem	\$140/Day
Vehicle Rental	\$30.00/Day + \$0.40/Mile
Laboratory Rental	\$200.00/Month
Survey Equipment Rental	\$200.00/Month

Laboratory Tests

Testing Laboratory Services by Outside Laboratory	Cost + 10%
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August 2014

TABLE NO. 2 - City Cost Estimate - Project No. 1 - Construct Drainage Improvements for Runway 2-20

	TOTAL		TASK 1 Planning/Prep Work		TASK 2 Field Work/Data Gather		TASK 3 Draft Plans & Specs		TASK 4 Final Plans & Specs	
	Quant	Cost \$	Quant	Cost	Quant	Cost	Quant	Cost	Quant	Cost
COMPUTER & ENGINEERING SERVICES										
Project Manager - Principal - RW Brandley	30	7,500	10	2,500.00	0	0.00	16	4,000.00	4	1,000.00
Design Engineer	88	11,000	8	1,000.00	0	0.00	64	8,000.00	16	2,000.00
Junior Engineer	40	3,600	0	0.00	0	0.00	32	2,880.00	8	720.00
Senior Drafter/CAD Technician	36	3,420	8	720.00	0	0.00	24	2,160.00	6	540.00
Junior Drafter/CAD Technician	30	2,250	0	0.00	0	0.00	24	1,800.00	6	450.00
Project Administrator	43	3,225	8	600.00	0	0.00	28	2,100.00	7	525.00
Chemical	4	240	4	240.00	0	0.00	0	0.00	0	0.00
Testing Technician	0	0	0	0.00	0	0.00	0	0.00	0	0.00
SUBTOTAL		31,235		5,060		0		20,940		5,235
MISCELLANEOUS/REIMBURSABLE SERVICES										
Per Diem (Per Day) Oroville	0	0	0	0.00	0	0.00	0	0.00	0	0.00
Mileage (per Mile)	360	144	120	48.00	0	0.00	240	96.00	0	0.00
Vehicle Rental (Per Day)	0	0	0	0.00	0	0.00	0	0.00	0	0.00
Laboratory Rental (per Month)	0	0	0	0.00	0	0.00	0	0.00	0	0.00
Survey Equipment Rental (per Month)	0	0	0	0.00	0	0.00	0	0.00	0	0.00
Printing and Shipping	3	800	1	300.00	0	0.00	1	250.00	1	250.00
Topographic Surveys	1	5,000	0	0.00	1	5,000.00	0	0.00	0	0.00
SUBTOTAL	364	5,944		348		5,000		348		250
TOTAL ESTIMATED PRICE		37,179		5,408		5,000		21,268		5,465
USE		37,000		5,400		5,000		21,200		5,400

TASK 1 - Planning/Prep Work - Scoping, Layout, File 7460-1

TASK 2 - Field Work/Data Gather - Topographic Surveys

TASK 3 - Draft Plans & Specs - 90% Plans & Specifications, Engineer's Estimate

TASK 4 - Final Plans & Specs - 100% Plans & Specifications, Engineer's Estimate, Engineer's Report, Safety Plan, and Construction Management Plan

August 2014

TABLE NO. 3 - City Cost Estimate - Project No. 2 - Grade Safety Area Near Runway 2-20

	TOTAL		TASK 1 Planning/Prep Work		TASK 2 Field Work/Data Gather		TASK 3 Draft Plans & Specs		TASK 4 Final Plans & Specs	
	Quant	Cost \$	Quant	Cost	Quant	Cost	Quant	Cost	Quant	Cost
COMPUTER & ENGINEERING SERVICES										
Project Manager - Principal - RW Brantley	14	3,500	4	1,000.00	0	0.00	6	2,000.00	2	500.00
Design Engineer	16	2,000	0	0.00	0	0.00	13	1,625.00	3	375.00
Junior Engineer	0	0	0	0.00	0	0.00	0	0.00	0	0.00
Senior Drafter/CAD Technician	16	1,440	0	0.00	0	0.00	13	1,170.00	3	270.00
Junior Drafter/CAD Technician	0	0	0	0.00	0	0.00	0	0.00	0	0.00
Project Administrator.....	10	750	2	150.00	0	0.00	6	450.00	2	150.00
Clerical	0	0	0	0.00	0	0.00	0	0.00	0	0.00
Testing Technician	0	0	0	0.00	0	0.00	0	0.00	0	0.00
SUBTOTAL.....		7,690		1,150		0		5,245		1,295
MISCELLANEOUS/REIMBURSABLE SERVICES										
Per Diem (Per Day) Oroville.....	0	0	0	0.00	0	0.00	0	0.00	0	0.00
Milage (per Mile)	240	96	120	48.00	0	0.00	120	48.00	0	0.00
Vehicle Rental (Per Day)	0	0	0	0.00	0	0.00	0	0.00	0	0.00
Laboratory Rental (per Month)	0	0	0	0.00	0	0.00	0	0.00	0	0.00
Survey Equipment Rental (per Month)	0	0	0	0.00	0	0.00	0	0.00	0	0.00
Printing and Shipping	1	200	0	0.00	0	0.00	0	0.00	0	0.00
Topographic Surveys	1	2,000	0	0.00	1	2,000.00	0	0.00	1	200.00
SUBTOTAL.....	242	2,996		48		2,000		48		200
TOTAL ESTIMATED PRICE		9,986		1,198		2,000		5,293		1,495
USE		10,000		1,200		2,000		5,300		1,500

TASK 1 - Planning/Prep Work - Scoping, Layout, File 7460-1

TASK 2 - Field Work/Data Gather - Topographic Surveys

TASK 3 - Draft Plans & Specs - 90% Plans & Specifications, Engineer's Estimate

TASK 4 - Final Plans & Specs - 100% Plans & Specifications, Engineer's Estimate, Engineer's Report, Safety Plan, and Construction Management Plan

**OROVILLE CITY COUNCIL
STAFF REPORT**

**TO: MAYOR DAHLMEIER, COUNCIL MEMBERS AND
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
RICK WALLS, INTERIM CITY ENGINEER
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: REIMBURSEMENT AGREEMENT WITH PACIFIC GAS AND ELECTRIC
FOR STORM DRAIN PIPE REPAIR AT THE MUNICIPAL AUDITORIUM
PARKING LOT**

DATE: OCTOBER 7, 2014

SUMMARY

The Council may consider a Reimbursement Agreement with Pacific Gas and Electric (PG&E) for the repair of a storm drain pipe at the Municipal Auditorium parking lot.

DISCUSSION

Since 2010, PG&E has been conducting an environmental investigation of a former manufactured gas plant (MGP) that was located within the Municipal Auditorium parking lot in the early 1900's. The investigative work has consisted of drilling operations to collect soil and groundwater samples for chemical analysis and construct sampling wells. On September 5, 2012, while drilling for the purpose of collecting soil samples, the drill rig drilled through a City storm drain pipe located at the base of the stairs leading up to the Centennial Cultural. The borehole created by the drilling was backfilled with a cement grout which flowed into the storm drain pipe, effectively blocking it.

PG&E has volunteered to pay for all costs necessary to excavate and replace the section of blocked storm drain pipe. Because the property and the soil around the pipe are contaminated with MGP related hydrocarbons, the work to repair the pipe is subject to oversight by the State Department of Toxic Substances Control (DTSC). PG&E's consultant has prepared a Workplan for the storm drain pipe repair that has been approved by DTSC. Because the work to repair the blocked pipe will involve the excavation and offsite disposal of contaminated soil, the contractor selected through a bidding process will need to possess a hazardous substance removal certification issued by the Contractor's State License Board.

City staff will use the DTSC approved Workplan to advertise for bids for the completion of the storm drain pipe repair in the spring of 2015. The Agreement attached to this staff

CC-6

report is for the purpose of providing reimbursement to the City from PG&E for the actual cost of the project.

FISCAL IMPACT

The cost of the storm drain pipe repair is difficult to estimate due to the unknown cost associated with the disposal of contaminated soil. The cost could range from \$10,000 - \$25,000. The City will be reimbursed for all actual costs from PG&E pursuant to the Reimbursement Agreement.

RECOMMENDATION

Adopt Resolution No. 8267– A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH PACIFIC GAS AND ELECTRIC COMPANY FOR THE REIMBURSEMENT OF THE CITY OF ACTUAL COSTS FOR THE REPAIR OF A BLOCKED STORM DRAIN LOCATED BENEATH THE MUNICIPAL AUDITORIUM PARKING LOT – (Agreement No. 3086).

ATTACHMENT(S)

Resolution No. 8267
Agreement No. 3086

**CITY OF OROVILLE
RESOLUTION NO. 8267**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH PACIFIC GAS AND ELECTRIC COMPANY FOR THE REIMBURSEMENT OF THE CITY OF ACTUAL COSTS FOR THE REPAIR OF A BLOCKED STORM DRAIN LOCATED BENEATH THE MUNICIPAL AUDITORIUM PARKING LOT

(Agreement No. 3086)

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

1. The Mayor is hereby authorized and directed to execute an Agreement with Pacific Gas and Electric Company for the reimbursement to the City of the actual costs for the repair of a blocked storm drain pipe located beneath the Municipal Auditorium parking lot. A copy of the Agreement is attached to this Resolution.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on October 7, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Randy Murphy, City Clerk

PG&E and City of Oroville Reimbursement Agreement

REIMBURSEMENT AGREEMENT FOR STORM WATER SYSTEM REPAIR

This Reimbursement Agreement for Storm Water System Repair (“Agreement”) is made and entered into by and between the City of Oroville, a California charter City (“City”), and Pacific Gas and Electric Company, a California corporation (“PG&E”), effective as of the latest date of execution by either party (“Effective Date”).

WHEREAS, City is the owner of certain real property located in downtown Oroville, bounded by Myers, Montgomery and Huntoon streets and used by the City for public parking (“Property”), as depicted on the map attached hereto and incorporated herein as Exhibit A.

WHEREAS, from approximately February 16, 2010 to April 28, 2011, PG&E conducted a voluntary environmental investigation on the Property, under the oversight of the California Department of Toxic Substances Control, to determine the type and extent of residues potentially remaining on the Property from the operation of a manufactured gas plant in the early 1900’s.

WHEREAS, from approximately April 29, 2011 to September 19, 2013, one of PG&E’s insurer’s, Resolute Management Inc. (“Resolute”), assumed full and complete control of the investigation on the Property. Resolute contracted with the consultant AECOM to perform the investigation, and during the investigation, AECOM or one of its subcontractors struck and damaged piping associated with City storm water system, at a depth of approximately 12 feet below ground surface at the approximate location shown on the attached Exhibit A.

WHEREAS, beginning in approximately September 20, 2013, PG&E re-assumed responsibility from Resolute for completing the environmental investigation of the Property and, if necessary, for performing a cleanup of the Property. The City intends to repair the damaged storm water system on the Property. While the storm water system was damaged by a contractor working for Resolute and not PG&E, and PG&E was not in any way directing or responsible for the investigatory work when the storm water system was damaged, PG&E has agreed to reimburse the City for the reasonable costs incurred by a City contractor in repairing the storm water system, as more fully set forth below.

NOW THEREFORE, in consideration of value received and the mutual covenants set forth and incorporated herein, the Parties agree as follows:

I. WORK AND REIMBURSEMENT OF COSTS

A. The City intends to retain a third-party contractor (“Contractor”) to perform the activities associated with the repair of the damaged storm water system, including excavation, pipe repair, backfilling, surface restoration and disposal of work-related materials (“Work”). Surface restoration may require the reasonable replacement of

PG&E and City of Oroville Reimbursement Agreement

concrete stairs, removal and replacement of portions of a retaining wall, removal and replacement of earth material and surface asphalt, and the removal of trees. The work may also require the offsite transport and disposal of an unknown quantity of contaminated soil to a legal disposal facility which may require the collection and chemical analysis of soil samples for characterization purposes prior to disposal. The City will advertise for bids from General Engineering A licensed contractors with a Hazardous Substances Removal Certification and will enter into an Agreement with the lowest responsible and qualified bidder. The City will select, oversee and pay the Contractor, and PG&E will have no involvement in or responsibility for the selection, oversight or payment of said Contractor. City assumes full responsibility for performance of the Work and agrees not to rely on any information or advice provided by PG&E in connection with the Work. City will permit PG&E to observe the Work, and if PG&E requests information about the Work or to take samples of soil or water from the Work area, City and its Contractor will provide reasonable cooperation to accommodate the request.

B. No later than fifteen (15) days prior to the commencement of the Work, the City will provide to PG&E the Contractor's bid estimate of the cost of the Work. PG&E agrees to reimburse the City for all reasonable costs incurred by the Contractor necessary to complete the Work. PG&E will pay amounts due within sixty (60) calendar days after receipt of a written request from the City for payment that shall include itemized invoices from the Contractor and sufficient supporting documentation as may be reasonably required to determine that the requested costs are reimbursable under the Agreement.

C. Upon PG&E's payment of costs as set forth above, PG&E will have no further obligations whatsoever with respect to the storm water system, including but not limited to the original damage or adequacy of the repair. City agrees to indemnify and hold PG&E harmless for any claim or action by any third party or the Contractor with respect to the Work or to the contractual relationship between City and Contractor.

D. The payment obligations set forth in this Agreement will terminate one calendar year from the Effective Date if the City has not completed the Work and submitted a request for reimbursement of any and all costs City believes it is entitled to receive under this Agreement.

II. MISCELLANEOUS PROVISIONS

A. City, their employees, contractors, subcontractors and agents, will comply with all local, state, and federal laws, statutes, ordinances, rules, regulations, and the DTSC approved "Environmental Workplan -- Storm Water Pipe Repair" dated April 4, 2014, while performing the Work, including obtaining any necessary permits. If the Work entails the removal and disposal of material from the Property, City will sign any required hazardous or non-hazardous waste manifests.

PG&E and City of Oroville Reimbursement Agreement

B. This Agreement may be executed in any number of counterparts, all of which together shall constitute one original Agreement. By signing this agreement, City and PG&E confirm that they have the authority to sign.

C. This Agreement supersedes all previous written or oral agreements between and representations by or on behalf of the Parties and constitutes the entire agreement with respect to the subject matter hereof. This Agreement shall be governed by the laws of the State of California, and may not be amended except by a written agreement executed by City and PG&E. City and PG&E shall use their best efforts to resolve any disputes under this agreement through mediation. In the event mediation fails, and legal action is commenced to enforce this Agreement or any provision hereof, the prevailing party shall be entitled to all costs of suit, including reasonable attorney's fees as set by the court.

D. This Agreement is not an admission of responsibility by City or PG&E for any contamination at or beneath the Owner's Property or for any actions or failures to act by the City or PG&E with respect to the storm water system. This Agreement shall not be construed or interpreted as an admission or concession of liability on the part of City or PG&E.

CITY OF OROVILLE

Dated: October 7, 2014

By: Linda L. Dahlmeier

PACIFIC GAS AND ELECTRIC COMPANY

Dated: October 7, 2014

By: Thomas C. Wilson
Director, Environmental Remediation

**OROVILLE CITY COUNCIL
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS
 RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD RUST, DIRECTOR
 RICK WALLS, INTERIM CITY ENGINEER
 COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: GROUNDWATER MONITORING WELL DESTRUCTIONS AND
 ACCESS AGREEMENTS FOR FORMER INDUSTRIAL WASTEWATER
 PONDS**

DATE: OCTOBER 7, 2014

SUMMARY

The Council may consider a Construction Contract with Cascade Drilling, L.P. in the amount of \$35,800 for the destruction of groundwater monitoring wells. The Council may also consider access agreements necessary for the well destructions located on property not owned by the City.

BACKGROUND

The City owns Assessors Parcel No. 035-400-022 which consists of 18.3 acres of industrially zoned land located off South 5th Avenue. Between 1996 when the City purchased the property, up until 2004, the property was used to operate wastewater treatment ponds (WWTP's) to process brine wastewater generated by several olive producers. The WWTP's were operated under permit from the Central Valley Regional Water Quality Control Board (Board). Between 2004 and 2010, environmental investigations and groundwater monitoring was conducted as required by Board. These investigations resulted in the construction of 14 groundwater monitoring wells located on the City's WWTP parcel and other surrounding parcels. On October 24, 2012 the Board issued the City a closure letter with a requirement that the wells be abandoned or destroyed. The destruction of the wells is the final compliance requirement to complete the closure process.

Staff prepared a Workplan for the well destructions that was submitted to the Butte County Public Health Department. The Workplan was approved by the County on July 22, 2014. Staff then prepared an informal Request for Bids that included a mandatory pre-bid meeting. Bids were due by August 27, 2014 and two bids were received. A bid summary is presented below.

CC-7

BID SUMMARY			
MONITORING WELL DESTRUCTIONS			
Bidder	Permits and Mobilization	Well Destructions – 14 Wells	Bid Total
Cascade Drilling, L.P.	\$2,900	\$32,900	\$35,800
PC Exploration, Inc.	\$7,000	\$68,125	\$75,125

The low bidder for this project was Cascade Drilling, L.P. of West Sacramento, California. Given the scope of work, staff believes that the bid from Cascade is reasonable. The bid from PC Explorations appears unusually high for this project.

In order to secure well destruction permits from Butte County, access agreements are required from the four surrounding property owners where 6 of the 14 wells were constructed. Each of the four owners has signed access agreements allowing the City permission to enter their property to complete the well destructions. The Council is being requested to authorize the Mayor to execute the access agreements to facilitate the permitting process through Butte County.

Staff is requesting the approval of a 10% contingency of \$3,580 for this project due to unforeseen conditions that may arise during the completion of this work.

FISCAL IMPACT

Funds are available in the Sewer Fund for this project. The Sewer Fund has been used for all prior environmental compliance expenses associated with the property

RECOMMENDATIONS

1. Adopt Resolution No. 8268 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH CASCADE DRILLING, L.P., IN AN AMOUNT NOT TO EXCEED \$35,800, FOR THE DESTRUCTION OF 14 GROUNDWATER MONITORING WELLS – (Agreement No. 3087).
2. Adopt Resolution No. 8269 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE FOUR ACCESS AGREEMENTS FOR THE MONITORING WELLS DESTRUCTION PROJECT – (Agreement No. 3088).
3. Authorize a 10% contingency in the amount of \$3,850.

ATTACHMENTS

Resolution No. 8268
 Agreement No. 3087
 Resolution No. 8269
 Agreement No. 3088

**CITY OF OROVILLE
RESOLUTION NO. 8268**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH CASCADE DRILLING, L.P., IN AN AMOUNT NOT TO EXCEED \$35,800, FOR THE DESTRUCTION OF 14 GROUNDWATER MONITORING WELLS

(Agreement No. 3087)

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

1. The Mayor is hereby authorized and directed to execute a Construction Contract with Cascade Drilling, L.P. for the destruction of 14 groundwater monitoring wells. A copy of the Construction Contract is attached to this Resolution.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on October 7, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Randy Murphy, City Clerk

CONSTRUCTION CONTRACT

This contract ("Contract") is made and entered into the 7th day of October, 2014, by and between City of Oroville ("City"), 1735 Montgomery Street, Oroville, California and Cascade Drilling, L.P. ("Contractor"), 3000 Duluth Street, West Sacramento, California, 95691, Contractor's License No. 938110.

1.00. General Provisions

1.01. Purpose of Contract. To complete the destructions of 14 groundwater monitoring wells in accordance with a Workplan approved by the Butte County Public Health Department (County).

1.02. Contract Price. Contractor shall be paid the amount of Thirty Five Thousand Eight Hundred Dollars (\$35,800.00) ("Contract Price") for the performance of the work required by the Contract. The Contract Price is based on a bid received from the Contractor on August 27, 2014. Contractor's Bid is attached to this Contract as Exhibit "A".

1.03. Statement of Work. Contractor shall furnish all labor, material, supplies, equipment, and services and shall perform and complete in a satisfactory and workmanlike manner the monitoring well destructions as described in the Workplan. The destructions shall be completed to the satisfaction of the County.

1.04. Time of Commencement and Completion.

- (a) Contractor shall commence the work within 10 working days after receipt of a Notice to Proceed by the City.
- (b) All work shall be satisfactorily completed no later than November 28, 2014, Contractor has taken into consideration and made allowance for ordinary delays and hindrances incidental to such work, whether growing out of delays of common carriers, delays in securing materials or workers, changes omissions, alterations, or otherwise.
- (c) Excusable delays shall consist of: strikes, lockouts, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, extraordinary weather conditions, labor and material shortages which are beyond the reasonable control of Contractor, or by any other cause beyond the reasonable control of Contractor; provided that Contractor shall notify the City in writing no later than one (1) day after the initial occurrence of any excusable cause of delay.
- (d) If the Contractor is unable to complete any portion of the work due to excusable delay, the completion date shall be extended by the number of days of the excusable delay.
- (e) If completion of the work is delayed beyond the completion date and no extension of time is approved by the City, Contractor agrees that the City would suffer damages, but that such damages would be extremely difficult to ascertain. Therefore, it is agreed that a reasonable estimate of the damages to be suffered

by City, in the event that final completion is not achieved by the date recited, and no extension of time has been approved by the City fine is zero (\$0) dollars per day for each day of delay.

(f) Time is of the essence of this Contract.

1.05. Contract Documents. This Contract shall consist of the general terms, conditions and references contained herein and the following documents:

The complete contract is comprised of and may include, if applicable: Invitation for Bids; Information for Bidders; Bid Schedule; Proposal Form; Bidder's Bond; Contract; General Conditions; Special Provisions; Technical Provisions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Orders; Supplemental Drawings Issued; Drawings; Specifications and Contract Documents; All addenda or bulletins issued during the time of bidding or forming a part of the documents loaned to the bidder for preparation of the bid; The complete plans and provisions, regulations, ordinances, codes, and laws incorporated therein or herein by reference or otherwise applicable to the Project.

1.06. Method of Payment.

Upon application for payment submitted by the Contractor, and approved by the City inspectors, and based on job progress, the City shall make, or cause to be made, a final payment to the Contractor.

1.07. Changes: No changes, additions, or deletions to the specifications for the work to be completed under this Contract shall be made without the prior written consent of the City. The Contract Price may be increased by no more than 10 percent under the following conditions: a) additional repairs are needed which the City determines Contractor reasonably could not have anticipated; and 2) which result in a change of the scope of work necessitating a change in the plans and specifications; and 3) Contractor demonstrates, to the satisfaction of the City that the additional funds are necessary to ensure that the Property will meet rehabilitation standards upon completion of the work.

1.08. Indemnification. Contractor expressly agrees to defend, indemnify and hold harmless City from any and all claims, suits, damages and actions of any kind or description resulting from any act or omission of Contractor or any of its subcontractor (or any agent, employee, or servant thereof) in performance of this Contract, except where caused by the active negligence, sole negligence or willful misconduct of the City. Contractor waives any and all right to any type of express or implied indemnity against the City and its officers and employees.

1.09. Conflict of Interest. Contractor states that no present or former member or officer of the City staff, and no employee of the City who formulates policy or influences decisions with respect to the City Housing Rehabilitation program, had or will have any direct or indirect interest, during his or her tenure or for one year thereafter, in this Contract or in any proceeds or benefits arising from this Contract.

1.10. Termination.

(a) City may, because of breach of the Contract by Contractor, terminate this Contract at any time by a notice in writing to Contractor. Such termination shall

be effective in the manner and upon the date specified in said notice and shall be with out prejudice to any claims. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities, and supplies in connection with the performance of this contract and shall promptly proceed to cancel all existing orders and terminate all subcontracts in so far as such orders and/or subcontracts are chargeable to this Contract.

- (b) Upon termination of this Contract for its breach by Contractor, the Contract Price shall be reduced by the amount of any and all claims which City may have against the Contractor for damages incurred by the City as a result of the breach, including the cost to City to have the work remaining under the Contract completed by another Contractor. Such damage shall also include any reasonable attorney's fees and other costs incurred by City in effecting the termination of the work. Any Contract funds remaining, including amount retained from progress payments, or other amount otherwise earned by the Contractor but not yet paid by the City on the date of the termination, may be applied by City to the damages which were incurred as a result of the Contractor's breach, the balance remaining, if any, payable to the Contractor. If Contract funds as indicated above are insufficient, the Contractor shall be liable for any unpaid balance.

1.11. Written Notice. Written notice shall be deemed to have been duly served if delivered in person or sent by registered or certified mail to:

- (a) Contractor at the following address:

**Cascade Drilling, L.P.
3000 Duluth Street
West Sacramento, California, 95691
Attn: Paul Snelgrove**

- (b) The City at the following address:

**City of Oroville
Community Development Department
1735 Montgomery Street
Oroville, CA 95965
Attn: Rick Walls**

2.00. CONTRACTOR'S GENERAL OBLIGATIONS.

Contractor shall provide the following:

- 2.01. Insurance: Prior to commencing any construction, furnish certificates of insurance to City evidencing insurance coverage as shown in Exhibit "B".
- 2.02. Bond: None.
- 2.03. Permits and Taxes: Obtain all permits and licenses and pay all fees, taxes and other charges (with the exception of permit fees that will be paid for by the City) necessary for the completion and execution of the work to be performed.

2.04. Government Requirements: Perform all work in conformity with applicable state, federal, and local laws and regulation and local building codes whether or not covered by the Contract Documents.

2.05. Maintenance of the Property:

- (a) At all times keep the Property free from accumulation of waste material or rubbish caused by Contractor's operation. At the completion of the work, remove all construction activity related waste materials, rubbish, tools, construction equipment, and machinery and leave Property in a neat and clean condition.
- (b) Protect City's property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of the Contract.
- (c) Replace glass damaged or broken by Contractor's operation. Upon replacement, remove all labels and wash and polish glass on both sides.

2.06. Warranties: All materials and labor, including those of any subcontractor, for the work, shall be warranted for a period of one year from the date of the final Contractor payment provided for under Section 1.06 and Contractor shall provide City with all manufactures' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract, prior to the release of the final Contractor payment provided for under Section 1.06.

2.07. Inspection:

- (a) Permit City or its designees to examine and inspect the work under this Contract before and after completion.
- (b) Cooperate with the City in completing progress inspections and final inspection of the work.

2.08. Payment and Lien Releases: Promptly pay all persons furnishing materials, labor, or services and deliver to the City a complete release of liens for all labor, materials, and services for which a lien or stop notice could be filed under this Contract.

3.00. ACCEPTANCE/PROJECT CLOSEOUT

3.01. Joint Inspection: Upon receipt of a written notice from Contractor that the work is ready for final inspection and acceptance, Contractor and representatives of the City shall meet for a final project inspection. If deficiencies are noted, Contractor shall be responsible for correcting the items identified prior receiving final payment.

3.02. Notice of Completion: When the work has been completed in conformity with the Contract Documents and any Change Orders, and deficiencies have been corrected to the satisfaction of the City, the City shall accept the work by signing a Notice of Completion.

3.03. Final Payment:

After the City has inspection all of the required work and accepted all of the final work, the Contractor shall submit a request for final payment. In addition, Contractor shall at the same time submit from all subcontractors and person supplying labor or materials to Contractor, a "Conditional Waiver and Release Upon Final Payment" in the form prescribed by Section 3262 of the City Code.

3.04. Release of Retention: Payment of all sums retained, if applicable, except those retained for cause shall be made to the Contractor no sooner than thirty-five (35) days after recordation of the Notice of Completion.

4.00. DISPUTE RESOLUTION

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

5.00. MISCELLANEOUS PROVISIONS

5.01. Entire Agreement: The Contract Documents contain the entire agreement between the parties. No variation, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a written document duly executed by or on behalf of such party.

5.02. Waiver: No consent or waiver, express or implied, by either party to or of any breach or default by the other shall be deemed default. Failure on the part of either party to complain of any act of the other party or to declare the other party in default shall not constitute a waiver by such party of its rights hereunder.

5.03. Successors and Assigns: The provisions of this Contract bind both parties and their successors and assigns. Contractor shall not assign this Contract without written consent of the City.

5.04. Governing Law: This Contract and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.

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IN WITNESS WHEREOF, the City and Contractor have executed this Contract.

CASCADE DRILLING, L.P.

By: _____
Paul Snelgrove, General Manager

Date: _____.

CITY OF OROVILLE

By: _____
Linda L. Dahlmeier, Mayor

Date: _____.

**CITY OF OROVILLE
RESOLUTION NO. 8269**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTE FOUR ACCESS AGREEMENT FOR THE
MONITORING WELL DESTRUCTIONS PROJECT**

(Agreement No. 3088)

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

1. The Mayor is hereby authorized and directed to execute four Access Agreements for the monitoring wells destructions project. Copies of the Access Agreements are attached to this Resolution.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on October 7, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Randy Murphy, City Clerk

MAILED
8-11-14 BS

COPY

RECEIVED AUG - 5 2014

**PROPERTY ACCESS AGREEMENT
Well Monitoring Abandonment Activities**

This Agreement is made and entered into as of August 8, 2014 by and between the City of Oroville, a municipal corporation ("City") and California Hot Wood ("Owner").

Owner Mailing Address: 5920 E Live Oak Road, Lodi, CA 95240
Property Address: 2865 South 5th Avenue, Oroville, CA 95965
Assessor Parcel No. 035-410-004
of Monitoring Wells on Parcel: 1

Recitals

With Owner's express permission, one or more temporary groundwater monitoring wells were constructed on the Owner's property as required by the Central Valley Regional Water Quality Control Board (RWQCB). The wells were used to periodically monitor groundwater quality relative to the City's former wastewater ponds. The RWQCB has issued a closure letter and no further investigation or action is required of the City, with the exception that the temporary monitoring well(s) require removal.

Agreement

Owner gives permission to the City of Oroville (City) and its officers, employees, agents and/or contractors, to enter, with all necessary equipment, upon Owner's property known as Assessors Parcel No. 035-410-004 in Oroville, California, for the purposes of performing groundwater monitoring well abandonment activities subject to the following provisions:

1. City will exercise reasonable precautions to avoid damage and protect persons or property. The temporary wells will be removed in accordance with Butte County and State of California well abandonment standards.
2. Property owner, hereinafter referred to as Owner, assumes no liability for loss or damage to property or injuries to or deaths of agents, contractors or employees of City by reason of the exercise of privileges given under this permit. Owner is not relieved of any liability to which it was previously subject, which would be contrary to public policy.
3. Nothing in this permit shall preclude Owner from filing a claim(s) with the City for any loss or expense, which Owner may suffer, which is caused by the exercise by City of the rights granted by this permit.
4. This permit will terminate after the completion of the well abandonment(s).
5. Owner shall notify the City promptly, in writing, to the address below if the Owner

believes that the City has violated or is violating any provision of the permit. City shall have up to 90 days to remedy, resolve, or cure any violation under this permit.

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

CITY OF OROVILLE

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM

ATTEST

Scott E. Huber, City Attorney

Randy Murphy, City Clerk

CALIFORNIA HOT WOOD

Bertha L. Tessaro - Corp. Office Mgr.
By (Printed Name & Title):

Bertha L. Tessaro
By (Signature):

**PROPERTY ACCESS AGREEMENT
Well Monitoring Removal Activities**

This Agreement is made and entered into as of August 7th, 2014 by and between the City of Oroville, a municipal corporation ("City") and Hall-Isom Properties ("Owner").

Owner Mailing Address: P.O. Box 821, Chico, CA 95927
Property Address: None
Assessor Parcel No. 035-400-005
of Monitoring Wells on Parcel: 1

Recitals

With Owner's express permission, one or more temporary groundwater monitoring wells were constructed on the Owner's property as required by the Central Valley Regional Water Quality Control Board (RWQCB). The wells were used to periodically monitor groundwater quality relative to the City's former wastewater ponds. The RWQCB has issued a closure letter and no further investigation or action is required of the City, with the exception that the temporary monitoring well(s) require removal.

Agreement

Owner gives permission to the City of Oroville (City) and its officers, employees, agents and/or contractors, to enter, with all necessary equipment, upon Owner's property known as Assessors Parcel No. 035-400-005 in Oroville, California, for the purposes of performing groundwater monitoring well abandonment activities subject to the following provisions:

1. City will exercise reasonable precautions to avoid damage and protect persons or property. The temporary wells will be removed in accordance with Butte County and State of California well abandonment standards.
2. Property owner, hereinafter referred to as Owner, assumes no liability for loss or damage to property or injuries to or deaths of agents, contractors of employees of City by reason of the exercise of privileges given under this permit. Owner is not relieved of any liability to which it was previously subject, which would be contrary to public policy.
3. Nothing in this permit shall preclude Owner from filing a claim(s) with the City for any loss or expense, which Owner may suffer, which is caused by the exercise by City of the rights granted by this permit.
4. This permit will terminate after the completion of the well abandonment(s).
5. Owner shall notify the City promptly, in writing, to the address below if the Owner

believes that the City has violated or is violating any provision of the permit. City shall have up to 90 days to remedy, resolve, or cure any violation under this permit.

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

CITY OF OROVILLE

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM

ATTEST

Scott E. Huber, City Attorney

Randy Murphy, City Clerk

HALL ISOM PROPERTIES

W. Howard Isom, Pres.
By (Printed Name & Title):

W. Howard Isom
By (Signature):

PROPERTY ACCESS AGREEMENT
Well Monitoring Removal Activities

This Agreement is made and entered into as of _____ by and between the City of Oroville, a municipal corporation ("City") and Northwest SPCA ("Owner").

Owner Mailing Address: 2787 South 5th Avenue, Oroville, CA 95965
Property Address: 2787 South 5th Avenue, Oroville, CA 95965
Assessor Parcel No. 035-400-020 and 035-400-021
of Monitoring Wells on Parcel: 2

Recitals

With Owner's express permission, one or more temporary groundwater monitoring wells were constructed on the Owner's property as required by the Central Valley Regional Water Quality Control Board (RWQCB). The wells were used to periodically monitor groundwater quality relative to the City's former wastewater ponds. The RWQCB has issued a closure letter and no further investigation or action is required of the City, with the exception that the temporary monitoring well(s) require removal.

Agreement

Owner gives permission to the City of Oroville (City) and its officers, employees, agents and/or contractors, to enter, with all necessary equipment, upon Owner's property known as Assessors Parcel No.'s 035-400-020 and 035-400-021 in Oroville, California, for the purposes of performing groundwater monitoring well abandonment activities subject to the following provisions:

1. City will exercise reasonable precautions to avoid damage and protect persons or property. The temporary wells will be removed in accordance with Butte County and State of California well abandonment standards.
2. Property owner, hereinafter referred to as Owner, assumes no liability for loss or damage to property or injuries to or deaths of agents, contractors or employees of City by reason of the exercise of privileges given under this permit. Owner is not relieved of any liability to which it was previously subject, which would be contrary to public policy.
3. Nothing in this permit shall preclude Owner from filing a claim(s) with the City for any loss or expense, which Owner may suffer, which is caused by the exercise by City of the rights granted by this permit.
4. This permit will terminate after the completion of the well abandonment(s).
5. Owner shall notify the City promptly, in writing, to the address below if the Owner believes that the City has violated or is violating any provision of the permit. City

shall have up to 90 days to remedy, resolve, or cure any violation under this permit.

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

CITY OF OROVILLE

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM

ATTEST

Scott E. Huber, City Attorney

Randy Murphy, City Clerk

NORTHWEST SPCA

Lorraine Green Director
By (Printed Name & Title):


By (Signature):

**PROPERTY ACCESS AGREEMENT
Well Monitoring Removal Activities**

This Agreement is made and entered into as of 8-5-14 by and between the City of Oroville, a municipal corporation ("City") and Shining S Properties ("Owner").

Owner Mailing Address: 495 Stimpson Road, Oroville, CA 95965
Property Address: None
Assessor Parcel No. 035-400-011
of Monitoring Wells on Parcel: 2

Recitals

With Owner's express permission, one or more temporary groundwater monitoring wells were constructed on the Owner's property as required by the Central Valley Regional Water Quality Control Board (RWQCB). The wells were used to periodically monitor groundwater quality relative to the City's former wastewater ponds. The RWQCB has issued a closure letter and no further investigation or action is required of the City, with the exception that the temporary monitoring well(s) require removal.

Agreement

Owner gives permission to the City of Oroville (City) and its officers, employees, agents and/or contractors, to enter, with all necessary equipment, upon Owner's property known as Assessor's Parcel No. 035-400-011 in Oroville, California, for the purposes of performing groundwater monitoring well abandonment activities subject to the following provisions:

1. City will exercise reasonable precautions to avoid damage and protect persons or property. The temporary wells will be removed in accordance with Butte County and State of California well abandonment standards.
2. Property owner, hereinafter referred to as Owner, assumes no liability for loss or damage to property or injuries to or deaths of agents, contractors or employees of City by reason of the exercise of privileges given under this permit. Owner is not relieved of any liability to which it was previously subject, which would be contrary to public policy.
3. Nothing in this permit shall preclude Owner from filing a claim(s) with the City for any loss or expense, which Owner may suffer, which is caused by the exercise by City of the rights granted by this permit.
4. This permit will terminate after the completion of the well abandonment(s).
5. Owner shall notify the City promptly, in writing, to the address below if the Owner believes that the City has violated or is violating any provision of the permit. City

shall have up to 90 days to remedy, resolve, or cure any violation under this permit.

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

CITY OF OROVILLE

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM

ATTEST

Scott E. Huber, City Attorney

Randy Murphy, City Clerk

SHINING S PROPERTIES

Robert E. Sherwood L.L.C Member
By (Printed Name & Title):


By (Signature):

**OROVILLE CITY COUNCIL
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
LUIS A. TOPETE, ASSOCIATE PLANNER (530) 538-2408
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: TERMINATION OF LEASE AGREEMENT AND TRANSFER OF
OWNERSHIP OF A METAL BUILDING BY THE KIWANIS CLUB OF
OROVILLE FOR PROPERTY LOCATED AT 2363 S. 5TH AVENUE**

DATE: OCTOBER 7, 2014

SUMMARY

The Council will receive an update on the termination of an existing Lease Agreement and the transfer of a metal building between the City of Oroville and the Kiwanis Club of Oroville for the property located at 2363 South 5th Avenue (APN: 035-400-022).

DISCUSSION

At their July 5, 2005 meeting, the Council passed and adopted Resolution No. 6489, authorizing and directing the Mayor to execute an Agreement with the Oroville Kiwanis Club for the metal building located at 2363 South 5th Avenue (Agreement No. 1603) (**Attachment A**). Item #15 "Termination Period" of the Agreement reads as follows:

"LESSOR and LESSEE may at any time terminate this lease without cause upon thirty (30) days prior written notice to the other party, provided that, in the event such termination, as a condition to such termination, LESSEE shall have the right to relocate, at its sole cost, the building on the Premises within one hundred twenty (120) days thereafter provided LESSEE leave the Premises in a clean and orderly condition."

The City has received a written notice from the Kiwanis Club of Oroville requesting to terminate the Lease Agreement for 2636 South 5th Avenue (**Attachment B**). Additionally, at their March 19, 2013 meeting, the Council adopted Resolution No. 8051 authorizing and directing the Mayor to rescind the existing Lease Agreement with the Kiwanis Club of Oroville for the property located at 2363 South 5th Avenue and execute a new Lease Agreement, for a term of two years, with the Kiwanis Club of Oroville to utilize a small enclosed section of the Municipal Auditorium's basement located at 1200 Myers Street (**Attachment C**).

CC-8

This proposed action is to transfer ownership of the metal building to the City and terminate any need by the Kiwanis Club to access the property at 2363 South 5th Avenue. The metal building and the blowers/dryers within the building will be removed and scrapped by the City in the near future.

FISCAL IMPACT

None at this time.

RECOMMENDATION

For informational purposes only.

ATTACHMENTS

- A – Resolution No. 6489 and Agreement No. 1603
- B – Termination Letter from the Kiwanis Club of Oroville
- C – Resolution No. 8051

EXHIBIT - A

CITY OF OROVILLE RESOLUTION NO. 6489

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE OROVILLE KIWANIS CLUB FOR THE METAL BUILDING LOCATED AT 2363 SOUTH 5TH AVENUE, OROVILLE.

(Agreement No. 1603)

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

1. The Mayor is hereby authorized and directed to execute an agreement with the Kiwanis Club of Oroville for the metal building located at 2363 South 5th Avenue, Oroville.
2. The City Clerk shall attest to the adoption of this Resolution.

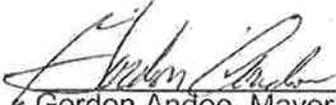
PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on July 5, 2005 by the following vote:

AYES: Council Members Berry, Corkin, Prouty, Sharkey, Simpson, Vice Mayor Jernigan, Mayor Andoe

NOES: None

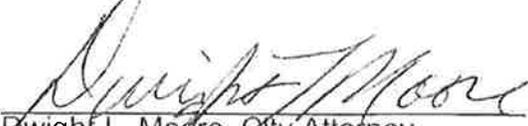
ABSTAIN: None

ABSENT: None



Gordon Andoe, Mayor

APPROVED AS TO FORM:



Dwight L. Moore, City Attorney

ATTEST:



Sharon Atteberry, City Clerk

EXHIBIT - A

CITY OF OROVILLE AGREEMENT WITH THE KIWANIS CLUB OF OROVILLE

THIS AGREEMENT made and entered into this 5TH day of July 2005, by and between the CITY OF OROVILLE, a municipal corporation of the State of California, hereinafter referred to as "LESSOR", and the OROVILLE KIWANIS CLUB, a non-profit corporation, hereinafter referred to a "LESSEE".

WITNESSETH:

WHEREAS, LESSOR and LESSEE entered into a lease agreement on May 2, 1960 whereby LESSOR leased to LESSEE a building at 1650 Broderick Street, Oroville, California;

WHEREAS, LESSOR and LESSEE amended such lease agreement on April 22, 1971, to provide that either party has the right to terminate the lease agreement with a thirty-day written notice to the other party;

WHEREAS, LESSOR and LESSEE have mutually agreed to terminate such lease agreement relating to 1650 Broderick Street, Oroville, California, and to enter into this lease relating to 2363 South 5th Avenue, Oroville, California;

WHEREAS, LESSOR owns a certain building at 2363 South 5th Avenue, Oroville, California (hereinafter referred to as the Premises);

WHEREAS, LESSEE desires to lease the Premises upon vacating 1650 Broderick Street, Oroville, California; and

WHEREAS, LESSOR is willing to enter into this lease with LESSEE;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and subject to the terms, conditions and provisions of this lease, the parties hereto agree as follows:

1. TERMINATION OF PRIOR LEASE. LESSOR and LESSEE mutually agree to terminate the lease agreement dated May 2, 1960 and all amendments to it as consideration for this new lease.

2. SUBJECT OF LEASE. LESSOR does hereby lease to LESSEE on the terms hereinafter set forth, the Premises.

3. TERM AND RENT.

- a. The term of this lease shall commence on the first (1st) day of _____, 2005 and will expire on _____, 20____. LESSEE shall have one successive option to renew this lease for _____ years which option may be exercised by written notice delivered as set forth herein not less than one hundred twenty (120) days prior to expiration of the preceding term.
- b. The LESSEE shall pay LESSOR \$1.00 per year as rent for the Site.
- c. The term of this lease shall be subject to termination under section 15.

4. ENTRY BY LESSOR. During the term of this lease LESSEE shall permit LESSOR and its agents and employees to enter upon the Premises at any time and from time to time in order to inspect the Premises or to perform any other public duty or responsibility of LESSOR.

5. UTILITIES. During the term of this lease, LESSEE agrees to pay any and all electric, garbage collection, gas, telephone, sewer, water and other utilities and services necessary for, or incidental to, LESSEE'S use of the Premises.

6. MAINTENANCE AND TAXES.

- a. Maintenance of the Premises and its appurtenances shall be the sole responsibility of LESSEE, and the Premises shall be maintained in good and clean condition. LESSOR shall have the right to require LESSEE to perform necessary maintenance on the Premises by giving notice as set out in Section 18 of this lease.

b. LESSEE shall pay any possessory taxes to the County of Butte or the State of California as a result of this lease.

7. ABANDONMENT. LESSEE shall not vacate or abandon the Premises at any time during the term; and if LESSEE shall abandon, vacate or surrender the Premises, or be dispossessed by process of law or otherwise, LESSOR shall have the right to immediate possession of any improvements and fixtures thereon. All personal property of LESSEE, in such event, shall be removed within thirty (30) days from the Premises. All personal property of LESSEE which is not so removed shall be deemed to be abandoned, at the option of LESSOR, and title to any such personal property shall pass to LESSOR.

8. COMPLIANCE WITH LAWS. All activities to be undertaken by LESSEE hereunder, including, but not limited to, use of the Premises, shall be conducted in strict compliance with any and all applicable statutes, laws, ordinances and regulations which are now in force, or which hereafter may be in force.

9. HOLD HARMLESS. LESSEE shall indemnify, defend and hold harmless LESSOR, its officers and employees, from and against any and all claims, suits, or liability of any kind brought by any person for or on account of any loss, damage or injury to person or property or any interest, tangible or intangible, sustained by any person directly or indirectly arising or resulting from the acts or omissions of LESSEE, its members, agents, employees, contractors, invitees, or subtenants under this lease; provided that in the event any such loss, damage or injury resulting solely from acts or omissions of LESSOR, its officers, agents, employees or contractors, then LESSOR shall reimburse LESSEE an amount equal to the cost incurred by LESSEE in assuming the defense of LESSOR.

10. INSURANCE. LESSEE shall apply for, obtain and maintain, at its sole cost and expense, a separate policy or policies of public liability insurance which shall name as the insured, LESSEE and its officers and employees; such policy shall also insure LESSOR, its officers, agents and employees, as additional insureds against any and all liability arising out of any act or omission of LESSEE, its respective agents, employee members, invitees or contractors, in the performance of this lease, the condition of the Premises or LESSEE's use of it. Coverage for both bodily injury and property damage liability shall be on an occurrence basis, and each policy shall provide

that the insurance afforded thereby shall be primary insurance to the full limits of liability stated in the certificates, and if the named insured has other insurance against a loss covered by said policy, that other insurance shall be excess insurance only.

The limits of liability shall be no less than ONE MILLION DOLLARS (\$1,000,000) per person, ONE MILLION DOLLARS (\$1,000,000) per occurrence, or a combined limit of ONE MILLION DOLLARS (\$1,000,000), and ONE HUNDRED THOUSAND DOLLARS (\$100,000) for property damage. LESSEE shall also provide fire insurance coverage in the amount of not less than FIFTY THOUSAND DOLLARS (\$50,000). Such insurance, and certificates evidencing said insurance, shall be in a form satisfactory to LESSOR's City Attorney.

Such policy or policies shall be made effective before commencement of any activities by LESSEE hereunder and shall be filed with LESSOR's City Administrator, and shall contain a condition or an endorsement precluding cancellation or reduction of coverage without thirty (30) days prior written notice to LESSOR.

LESSOR shall have the right to increase the amounts of insurance required upon each exercise of LESSEE's option to renew this lease.

11. DESTRUCTION OF PREMISES. In the event that the Premises and buildings, and improvements and fixtures thereon, are substantially destroyed by fire, earthquake, elements, casualty, war, insurrection, riot, public disorder, any authorized act on the part of any governmental authority or any cause or happening, to the extent that the same cannot be used by LESSEE, then this lease shall terminate, at the option of either party. In the event that such destruction does occur and either LESSOR or LESSEE opts to terminate this lease, LESSEE shall have the responsibility to restore, as close as practicable, the Premises to its condition as of the date first hereinabove mentioned.

12. WAIVER. The waiver by either party of any breach of any term, condition, or provision in this lease shall not be deemed to be waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision of this lease.

13. SUCCESSORS AND ASSIGNS. The terms, conditions, and provisions herein contained shall, subject to the provisions as to assignments, apply to and bind the heirs, successors, executors, administrators, and assigns of all parties hereto. This

lease shall not be assigned by LESSEE without the prior written consent of LESSOR and in the event of such unconsented assignment it shall be void.

14. CAPTIONS. The captions of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease.

15. TERMINATION PERIOD. LESSOR and LESSEE may at any time terminate this lease without cause upon thirty (30) days prior written notice to the other party, provided that, in the event such termination, as a condition to such termination, LESSEE shall have the right to relocate, at its sole cost, the building on the Premises within one hundred twenty (120) days thereafter provided LESSEE leaves the Premises in a clean and orderly condition.

16. USES PROHIBITED. LESSEE shall not use or suffer the Premises, or any parts thereof, or any improvement or fixtures to be constructed thereon, to be used for any purpose or purposes inconsistent with those for which the Premises is hereby leased, without first obtaining the express written consent of LESSOR's City Administrator.

17. NOTICE. Any notices or communications may be sent to the parties at the following addresses:

LESSOR: **City of Oroville**
 1735 Montgomery Street
 Oroville, CA 95965

LESSEE: **The Kiwanis Club of Oroville**

18. COSTS AND ATTORNEY'S FEES. If either party commences any legal action against the other party arising out of this lease or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses and attorney fees.

19. AGREEMENT CONTAINS ALL UNDERSTANDINGS. This lease represents the entire and integrated agreement between LESSOR and LESSEE and supersedes all prior negotiations, representations or agreements, either written or oral. This lease may be amended only by written instrument, signed by both LESSOR and LESSEE. All provisions of this lease are expressly made conditions. This lease shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the day and year first above written.

ATTEST:

CITY OF OROVILLE

By: Sharon L. Atteberry
Sharon L. Atteberry, City Clerk

By: Gordon Andoe
Gordon Andoe, Mayor

APPROVED AS TO FORM:

OROVILLE KIWANIS CLUB

By: Dwight L. Moore
Dwight L. Moore, City Attorney

By: Ch. J. Peters

EXHIBIT - B

KIWANIS OF OROVILLE

COMMUNITY SERVICE CLUB

"We Build"



P.O. BOX 2092
OROVILLE, CALIFORNIA 95965

August 12, 2014

Don Rust
Community Service Director
City of Oroville
875 Montgomery St.
Oroville, Calif. 95965

Dear Don:

In reference to Lease Agreement "City of Oroville Agreement with Kiwanis Club of Oroville" which was entered into agreement on the 5th day of July, 2005 and in accordance to Paragraph 16, the Kiwanis Club of Oroville would like to terminate the Lease agreement located at 2363 S. 5th Ave. by this notification. As in discussion with you it was of interest to the city to obtain the ownership of the existing metal building that is onsite. On August 8, 2014 at the regular Board meeting of the Kiwanis Board of Director it was unanimously approved to transfer the ownership of the building to the City of Oroville at no cost to the city.

Please feel free to contact the President of the club for any additional needs regarding this issue.

Laurie L. Sousa

A handwritten signature in cursive script that reads "Laurie L. Sousa".

PRESIDENT

533-8194

rlej1@comcast.net

EXHIBIT - C

CITY OF OROVILLE RESOLUTION NO. 8051

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO RESCIND THE EXISTING LEASE AGREEMENT WITH THE KIWANIS CLUB OF OROVILLE FOR PROPERTY LOCATED AT 2363 SOUTH 5TH AVENUE AND EXECUTE A NEW LEASE AGREEMENT, FOR A TERM OF ONE YEAR, WITH THE KIWANIS CLUB OF OROVILLE TO UTILIZE A SMALL ENCLOSED SECTION OF THE MUNICIPAL AUDITORIUM'S BASEMENT LOCATED AT 1200 MYERS STREET, OROVILLE

(Agreement No. 1603-1)

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

1. The Mayor is hereby authorized and directed to rescind the existing lease agreement with the Kiwanis Club of Oroville for the property located and 2363 South 5th Avenue (APN: 035-400-022).
2. The Mayor is hereby authorized and directed to execute a new Lease Agreement with the Kiwanis Club of Oroville to utilize a small enclosed section of the Municipal Auditorium basement located at 1200 Myers St (APN: 012-032-033-000). A copy of the Lease Agreement is attached to this Resolution.
3. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on March 19, 2013, by the following vote:

AYES: Council Members Andoe, Berry, Bunker, Pittman, Vice Mayor
Wilcox, Mayor Dahlmeier

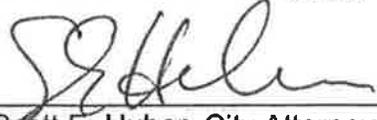
NOES: Council Member Simpson

ABSTAIN: None

ABSENT: None


Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:



Scott E. Huber, City Attorney

ATTEST:



Peter Cosentini, Interim City Clerk

**OROVILLE CITY COUNCIL
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
LUIS A. TOPETE, ASSOCIATE PLANNER (530) 538-2408
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: EXTENSION OF EXISTING LEASE AGREEMENT REQUEST BY THE
KIWANIS CLUB OF OROVILLE**

DATE: OCTOBER 7, 2014

SUMMARY

The Council may consider a request from the Kiwanis Club of Oroville for a two-year extension of an existing Lease Agreement (Agreement No. 1603-1) for the storage of items in the Municipal Auditorium basement located at 1200 Myers Street (APN: 012-032-033-000).

DISCUSSION

At their March 5, 2013 meeting, the Council received a report regarding a new lease agreement between the Kiwanis Club of Oroville and the City of Oroville for the use of City owned property for the storage of the Club's equipment as their existing use of City owned property located at 2363 South 5th Avenue (APN: 035-400-022) was unsecure an experiencing theft. Staff worked with representatives of the Kiwanis Club to review different options for moving the equipment stored at South 5th Avenue to a different location within the City limits.

On March 19, 2013 the City Council adopted Resolution No. 8051 authorizing and directing the Mayor to rescind the existing lease agreement with the Kiwanis Club of Oroville for the property located at 2363 South 5th Avenue and execute a new lease agreement, for a term of two years, with the Kiwanis Club of Oroville to utilize a small enclosed section of the Municipal Auditorium's basement located at 1200 Myers Street (Agreement No. 1603-1).

Currently, the existing Agreement No. 1603-1 is due to expire on March 18, 2015. The City has received a letter (**Attachment C**) from the Kiwanis Club of Oroville requesting a two year extension to the existing lease agreement until March 31, 2017.

CC-9

FISCAL IMPACT

None at this time.

RECOMMENDATION

Adopt Resolution No. 8270 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXTEND AN EXISTING LEASE AGREEMENT WITH THE KIWANIS CLUB OF OROVILLE TO UTILIZE A SMALL ENCLOSED SECTION OF THE MUNICIPAL AUDITORIUM BASEMENT LOCATED AT 1200 MYERS STREET (APN: 012-032-033-000) FOR AN ADDITIONAL TWO YEARS - (Agreement No. 1603-2).

ATTACHMENTS

- A – Resolution No. 8270
- B – Agreement No. 1603-2
- C – Letter from the Kiwanis Club of Oroville

EXHIBIT - A

CITY OF OROVILLE RESOLUTION NO. 8270

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXTEND AN EXISTING LEASE AGREEMENT WITH THE KIWANIS CLUB OF OROVILLE TO UTILIZE A SMALL ENCLOSED SECTION OF THE MUNICIPAL AUDITORIUM BASEMENT LOCATED AT 1200 MYERS STREET (APN: 012-032-033-000) FOR AN ADDITIONAL TWO YEARS

(Agreement No. 1603-2)

NOW, THEREFORE, BE IT RESOLVED BY THE OROVILLE CITY COUNCIL AS FOLLOWS:

1. The Mayor is hereby authorized and directed to extend the existing Lease Agreement with the Kiwanis Club of Oroville to utilize a small enclosed section of the Municipal Auditorium basement located at 1200 Myers St (APN: 012-032-033-000) for an additional two years. A copy of the Lease Agreement is attached to this Resolution.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on October 7, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Randy Murphy, City Clerk

EXHIBIT - B

CITY OF OROVILLE AGREEMENT WITH THE KIWANIS CLUB OF OROVILLE

LEASE AGREEMENT No. 1603-2

THIS AGREEMENT made and entered into this 7th day of October 2014, by and between the CITY OF OROVILLE, a municipal corporation of the State of California, hereinafter referred to as LESSOR, and the OROVILLE KIWANIS CLUB, a non-profit corporation, hereinafter referred to a LESSEE.

WITNESSETH:

WHEREAS, LESSOR owns a certain building and property at 1200 Myers St (APN: 012-032-033-000), Oroville, California (hereinafter referred to as the Premises);

WHEREAS, LESSEE desires to lease a small enclosed space within the building's basement on the property at 1200 Myers St (APN: 012-032-033-000), Oroville, California; and

WHEREAS, LESSOR is willing to enter into this lease agreement with LESSEE;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and subject to the terms, conditions and provisions of this lease, the parties hereto agree as follows:

1. SUBJECT OF LEASE. LESSOR does hereby lease to LESSEE on the terms hereinafter set forth, the Premises.
2. TERM AND RENT.
 - a. The term of this lease shall terminate without cause with a 30-day written notice by either party, or when the property sells.

- b. The LESSEE shall pay LESSOR \$1.00 per year as rent for the Site.
- c. The term of this lease shall be subject to termination under section 13 of this agreement.

3. ENTRY BY LESSEE. During the term of this lease LESSOR shall permit LESSEE and its officers and volunteers to enter onto the property and into the basement area of the building at any time in order to access the equipment stored by the LESSEE.

4. MAINTENANCE AND TAXES.

- a. Maintenance of the property and its appurtenances shall be the sole responsibility of LESSOR, and the storage area shall be maintained in good and clean condition. LESSOR shall have the right to require LESSEE to perform necessary clean-up of the storage area by giving notice as set out in Section 15 of this agreement.
- b. LESSEE shall pay any possessory taxes to the County of Butte or the State of California as a result of this lease.

5. ABANDONMENT. LESSEE shall not vacate or abandon the storage area at any time during the term; and if LESSEE shall abandon, vacate or surrender the storage area, or be dispossessed by process of law or otherwise, LESSOR shall have the right to immediate possession of any improvements and fixtures thereon. All personal property of LESSEE, in such event, shall be removed within thirty (30) days from the Premises. All personal property of LESSEE which is not so removed shall be deemed to be abandoned, at the option of LESSOR, and title to any such personal property shall pass to LESSOR.

6. COMPLIANCE WITH LAWS. All activities to be undertaken by LESSEE hereunder, including, but not limited to, use of the Premises, shall be conducted in strict compliance with any and all applicable statutes, laws, ordinances and regulations which are now in force, or which hereafter may be in force.

7. HOLD HARMLESS. LESSEE shall indemnify, defend and hold harmless LESSOR, its officers and employees, from and against any and all claims, suits, or liability of any kind brought by any person for or on account of any loss, damage or injury to person or property or any interest, tangible or intangible, sustained by any person directly or indirectly arising or resulting from the acts or omissions of LESSEE, its members, agents, employees, contractors, invitees, or subtenants under this lease; provided that in the event any such loss, damage or injury resulting solely from acts or omissions of LESSOR, its officers, agents, employees or contractors, then LESSOR shall reimburse LESSEE an amount equal to the cost incurred by LESSEE in assuming the defense of LESSOR.

8. INSURANCE. LESSEE shall apply for, obtain and maintain, at its sole cost and expense, a separate policy or policies of public liability insurance which shall name as the insured, LESSEE and its officers and employees; such policy shall also insure LESSOR, its officers, agents and employees, as additional insureds against any and all liability arising out of any act or omission of LESSEE, its respective agents, employee members, invitees or contractors, in the performance of this lease, the condition of the Premises or LESSEE use of it. Coverage for both bodily injury and property damage liability shall be on an occurrence basis, and each policy shall provide that the insurance afforded thereby shall be primary insurance to the full limits of liability stated in the certificates, and if the named insured has other insurance against a loss covered by said policy, that other insurance shall be excess insurance only.

The limits of liability shall be no less than ONE MILLION DOLLARS (\$1,000,000) per person, ONE MILLION DOLLARS (\$1,000,000) per occurrence, or a combined limit of ONE MILLION DOLLARS (\$1,000,000), and ONE HUNDRED THOUSAND DOLLARS (\$100,000) for property damage. LESSEE shall also provide fire insurance coverage in the amount of not less than FIFTY THOUSAND DOLLARS (\$50,000). Such insurance, and certificates evidencing said insurance, shall be in a form satisfactory to LESSOR's City Attorney.

Such policy or policies shall be made effective before commencement of any activities by LESSEE hereunder and shall be filed with LESSOR's City Administrator, and

shall contain a condition or an endorsement precluding cancellation or reduction of coverage without thirty (30) days prior written notice to LESSOR.

LESSOR shall have the right to increase the amounts of insurance required upon each exercise of LESSEES option to renew this lease.

9. DESTRUCTION OF PREMISES. In the event that the Premises and buildings, and improvements and fixtures thereon, are substantially destroyed by fire, earthquake, elements, casualty, war, insurrection, riot, public disorder, any authorized act on the part of any governmental authority or any cause or happening, to the extent that the same cannot be used by LESSEE, then this lease shall terminate, at the option of either party. In the event that such destruction does occur and either LESSOR or LESSEE opts to terminate this lease, LESSEE shall have the responsibility to restore, as close as practicable, the storage area to its condition as of the date first hereinabove mentioned.

10. WAIVER. The waiver by either party of any breach of any term, condition, or provision in this lease shall not be deemed to be waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision of this lease.

11. SUCCESSORS AND ASSIGNS. The terms, conditions, and provisions herein contained shall, subject to the provisions as to assignments, apply to and bind the heirs, successors, executors, administrators, and assigns of all parties hereto. This lease shall not be assigned by LESSEE without the prior written consent of LESSOR and in the event of such unconsented assignment it shall be void.

12. CAPTIONS. The captions of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease.

13. TERMINATION PERIOD. LESSOR and LESSEE may at any time terminate this lease without cause upon thirty (30) days prior written notice to the other party,

provided that, in the event such termination, as a condition to such termination, LESSEE shall leave the storage area in a clean and orderly condition. This lease agreement will expire two-years from the execution date of the agreement, **March 31, 2017**.

14. **USES PROHIBITED.** LESSEE shall not use or suffer the Premises, or any parts thereof, or any improvement or fixtures to be constructed thereon, to be used for any purpose or purposes inconsistent with those for which the Premises is hereby leased, without first obtaining the express written consent of LESSOR.

15. **NOTICE.** Any notices or communications may be sent to the parties at the following addresses:

LESSOR: **City of Oroville
City Administrator
1735 Montgomery Street
Oroville, CA 95965**

LESSEE: **Kiwanis Club of Oroville
P.O. Box 2092
Oroville, CA 96965-2092**

16. **COSTS AND ATTORNEY'S FEES.** If either party commences any legal action against the other party arising out of this lease or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses and attorney fees.

17. **AGREEMENT CONTAINS ALL UNDERSTANDINGS.** This lease represents the entire and integrated agreement between LESSOR and LESSEE and supersedes all prior negotiations, representations or agreements, either written or oral. This lease may be amended only by written instrument, signed by both LESSOR and LESSEE. All provisions of this lease are expressly made conditions. This lease shall be governed by the laws of the State of California.

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IN WITNESS WHEREOF, the parties hereto have executed this lease on the day and year first above written.

CITY OF OROVILLE

KIWANIS CLUB OF OROVILLE

By: _____
Linda L. Dahlmeier, Mayor

By:  _____
Title: PRESIDENT

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Randy Murphy, City Clerk

EXHIBIT - C
KIWANIS OF OROVILLE

COMMUNITY SERVICE CLUB

"We Build"



P.O. BOX 2092
OROVILLE, CALIFORNIA 95965

August 12, 2014

Don Rust

Community Service Director

City of Oroville

875 Montgomery St

Oroville, California 95965

Dear Don,

In regards to lease agreement No. 1603-1 "City of Oroville Agreement with the Kiwanis Club of Oroville" dated March 19, 2013 the Kiwanis of Oroville a non-profit corporation would like extend this lease agreement for the use of the storage facility located at the Municipal Auditorium two (2) additional years until March of 2017.

The Kiwanis Club would like to maintain the existing terms of this agreement.

If you have any questions please feel free to contact the club's president the following:

A handwritten signature in cursive script that reads "Laurie Sousa".

Laurie Sousa

President, Kiwanis of Oroville

533-8194

rlej1@comcast.net

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: KAROLYN FAIRBANKS, CITY TREASURER
GLENN LAZOF, INTERIM FINANCE DIRECTOR**

**RE: SELECTION OF BANK OF THE WEST AS THE PRIMARY BANK FOR
THE CITY OF OROVILLE**

DATE: OCTOBER 7, 2014

SUMMARY

The Council may consider the selection of Bank of the West as the primary bank for the City of Oroville, as recommended by the City Treasurer and staff.

DISCUSSION

The City requested proposals from institutions interested in providing banking services to the City on July 25, 2014. We received four proposals and invited three banks to interviews attended by the Treasurer, Interim Finance Director, and one of our Accounting Technicians.

The three institutions interviewed offered ongoing savings in banking fees relative to our current provider. Servicing and the approach to technology support were also a major concern. Two institutions were very close in offering essentially free banking assuming current usage and balances, which will result in savings to the City of \$5,000 - 6,000 a year. The willingness of the bank to provide ongoing analysis of our fees and provide cost saving advice and recommendations to improve efficiency was also a key factor.

Following the interviews and a check of references, we are recommending Bank of the West. The deciding factors in favor of Bank of the West, over the second choice, was a better history of stable customer fees.

Bank of the West serves many local governments and municipalities, references included the City of Waterford and County of Nevada who provided positive responses when we called for references. Nevada County transitioned to Bank of the West slightly over a year ago and also reported a smooth transition.

Transition to a new bank is a process that will take up to 90 days. Bank of the West will waive our bank fees during this period so that we will only be paying our existing bank.

Because of the workload, exact scheduling of the transition should await the Council's appointment of a Finance Director.

FISCAL IMPACT

Savings of \$5,000 - \$6,000 annually in banking fees.

RECOMMENDATION

Adopt Resolution No. 8271 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE SELECTION OF BANK OF THE WEST AS THE PRIMARY BANK FOR THE CITY OF OROVILLE.

ATTACHMENTS

Resolution No. 8271

**CITY OF OROVILLE
RESOLUTION NO. 8271**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE SELECTION
OF BANK OF THE WEST AS THE PRIMARY BANK FOR THE CITY OF OROVILLE**

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

1. The City Council hereby approves the selection of Bank of the West as the Primary Bank for the City of Oroville.
2. The City Clerk shall attest to the adoption of this resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on October 7, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Randy Murphy, City Clerk

**OROVILLE CITY COUNCIL
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD L. RUST, DIRECTOR (530) 538-2433
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: TIME EXTENSION OF THE INTERIM NEGOTIATION PERIOD OF THE
MASTER LEASE AGREEMENT FOR THE OPERATION, MAINTENANCE,
AND MANAGEMENT OF THE OROVILLE STATE THEATRE**

DATE: OCTOBER 7, 2014

SUMMARY

The Council will receive a report and may provide direction to City staff regarding the need for a time to complete negotiations with the State Theatre Arts Guild, Inc. (STAGE) to take over the operation, maintenance and management of the Oroville State Theatre.

DISCUSSION

At the May 6, 2014 meeting, the Council directed staff to negotiate with STAGE to develop a lease agreement to allow them to take over the operation, maintenance and management of the Oroville State Theatre.

On June 6, 2014, the City ad-hoc committee met with representatives from STAGE to negotiate to take over the operation and general maintenance of the Oroville State Theatre. The City and STAGE have agreed to enter into a 90 day negotiating period to develop a lease agreement of the Theatre.

At the June 17, 2014 meeting, the Council directed staff to negotiate the final agreement with STAGE for the operation, maintenance and management of the Oroville State Theatre by September 30, 2014. However, the final agreement is close to being completed, but additional time is required to complete the agreement. The City and STAGE believe the final agreement will be complete soon, both agree that a time extension is required to complete the negotiations.

The City is proposing to provide up to \$30,000 the first year to cover the utility cost to allow STAGE to be able to start operating, maintaining, and managing the Theatre on a daily basis.

CC-11

Staff will bring the final Master Lease Agreement back to the City Council for final approval no later December 16, 2014.

FISCAL IMPACT

1. Currently, the City estimates an average State Theatre event costs \$1,000 from the General Fund. Net fiscal impacts cannot be determined until the final agreement is reviewed. Current services provided by STAGE will represent a savings to the General Fund and increased contributions from the City over current costs will offset those savings.
2. Minimal cost to the General Fund for the City Staff time to work with STAGE representatives to complete the negotiation of the lease agreement over the next 90 days.

RECOMMENDATIONS

Direct staff to continue to negotiate the final Master Lease Agreement with STAGE for the operation, maintenance and management of the Oroville State Theatre.

ATTACHMENTS

None

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS
FROM: RANDY MURPHY, CITY ADMINISTRATOR
RE: AGREEMENT WITH MUNISERVICES FOR TAX AUDIT AND RELATED SERVICES
DATE: OCTOBER 7, 2014

SUMMARY

The Council may consider an Agreement with MuniServices, LLC for sales, use and other tax audit services.

DISCUSSION

Council may recall the presentation delivered by Bret Harmon of MuniServices earlier this year. He explained that, in really broad terms, they identify the misallocations by mining the sales tax data, integrate multiple data sources, analyze the results across the statewide data, and work with taxpayers at apparently misallocated businesses. It goes beyond that to their government relations work and legal teams work at the State Board of Equalization to help the corrections happen. Their audits of various taxing sources have recovered approximately \$2.5 Million for the City over the past ten years, including about \$82,000 in the first quarter of calendar 2014.

Additionally, they also provide sales and use tax forecasting services as part of their base fee, which assists Finance in budgeting, as well as helping calculate the estimated tax benefits for the Oroville Ford project.

Staff has recently determined that the existing contract is in need of updating and has brought this item to you for consideration.

FISCAL IMPACT

The contract for services has a base fee of \$3,000 per year, plus 25% of any recovered amounts for a fixed period. Over the last 10 years, the City has paid MuniServices \$30,000 in General Fund revenues plus an additional \$150,000 in finder's fees (which are not paid until the City actually realizes the gain) for the \$2.5 Million gross benefit.

RECOMMENDATION

Adopt Resolution No. 8972 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH MUNISERVICES FOR THE EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS – (Agreement No. 3089).

CC-12

ATTACHMENTS

Agreement No.8972

Resolution No.3089

CITY OF OROVILLE
RESOLUTION NO. 3089 8972

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH MUNISERVICES FOR THE EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS

(AGREEMENT NO. 3072)

WHEREAS, pursuant to Ordinance No. 1441 the City of Oroville entered into a contract with the State Board of Equalization (Board) to perform all functions incident to the administration and collection of local sales and use taxes; and

WHEREAS, pursuant to Resolution No. 3028 the City of Oroville entered into a contract with the State Board of Equalization to perform all functions incident to the administration and collection of local transactions and use taxes; and

WHEREAS, the City Council of the City of Oroville deems it necessary and desirable for authorized representatives of the City to examine confidential sales and transactions and use tax records of the Board pertaining to sales and transactions and use taxes collected by the Board for the City; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board records and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from sales or transactions and use tax records of the Board; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board records including requiring the adoption of a resolution authorizing access to the sales and use tax records;

NOW, THEREFORE IT IS RESOLVED AND ORDERED AS FOLLOWS:

Section 1. The City Administrator, the Director of Finance or other officer or employee of the City designated in writing by the City Administrator to the State Board of Equalization (hereafter referred to as Board), is hereby appointed to represent the City of Oroville with authority to examine sales and transactions and use tax records of the Board pertaining to sales and transactions and use taxes collected for the City by the Board pursuant to the contract between the City and the Board under the Bradley-Burns Uniform Local Sales and Use Tax Law or the Transactions and Use Tax Law. The information obtained by examination of Board records shall be used only for purposes related to the collection of City sales and transactions and use taxes by the Board pursuant to the contract.

Section 2. The City Administrator, the Director of Finance or other officer or employee of the City designated in writing by the City Administrator to the Board, is hereby appointed to represent the City with authority to examine those sales and transactions and use tax records of the Board, for purposes related to the following governmental functions of the City:

- a) City administration
- b) Revenue management, including at a minimum budgeting and forecasting revenues

- c) Community and economic development
- d) Business license tax administration

Section 3. MuniServices, LLC. is hereby designated to examine the sales and transactions and use tax records of the Board pertaining to sales and transactions and use taxes collected for the City by the Board. The person or entity designated by this section meets all of the following conditions:

- a) has an existing contract with the City to examine sales and transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from those sales and transactions and use tax records only to the officer or employee authorized under Section 1 (or Section 2) of this resolution to examine the information;
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those sales and transactions and use tax records after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Board records shall be used only for purposes related to the collection of City's sales and transactions and use taxes by the Board pursuant to the contracts between the City and the Board of Equalization and for purposes relating to the governmental functions designated in Section 2.

Section 4. This Resolution supersedes all prior sales and transactions and use tax resolutions of the City of Oroville adopted pursuant to subdivision (b) of Revenue and Taxation Section 7056.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on October 7, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Randy Murphy, City Clerk

MuniServices, LLC
Consultant Services Agreement

1. Us.

We are MuniServices, LLC, a Delaware limited liability company, and a wholly owned subsidiary of Portfolio Recovery Associates, Inc.; with an office at 7625 N. Palm Avenue, Suite 108, Fresno, California 93711. In this Agreement we are referred to as "MuniServices" or "we", "our", "us." We use our sister company, RDS, to assist us with work. Sometimes we will refer to you and us as the "Parties."

If you need to contact us a short list of helpful contacts is attached as Attachment 3.

If you are sending us a notice required by this Agreement, send it to:

MuniServices, LLC
Attn: Legal Department
7625 N. Palm Avenue, Suite 108
Fresno, CA 93711
Facsimile: 559.312.2852
Email: legal@muniservices.com

When providing notice to us, you must also provide a copy of the notice to: PRA General Counsel, 120 Corporate Blvd., Suite 100, Norfolk, VA 23502. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery. We do not accept notices by email or facsimile. Notice of rate changes or distribution changes must be sent by certified mail.

2. You.

You are the City of Oroville. You are a municipal corporation of the State of California. In this Agreement we will refer to you as "you", "your", "yours". If we are sending you a notice required by this Agreement, we will send it to:

City of Oroville

Attn: Randy Murphy, City Manager
1735 Montgomery St.
Oroville, CA 95965
Facsimile: 530.538.2468
Email: murphy@cityoforoville.org

3. Our Services and your payment.

We will provide you with the services listed in Attachment 1 (the "Services"). You will pay us the fees listed in that same Attachment. If we are providing more than one Service, each service will have a separate attachment and will be labeled Attachment 1-1, 1-2, etc.

4. What our Services do not include.

We do not provide to you or any third-parties any legal advice or services. We also do not provide tax advice to you or third parties. Also we cannot and therefore do not establish: the tax rates due from taxpayers; and the penalties and fees that are assessed against taxpayers (though we will calculate these amounts for you as part of the Services once you have established the rates). We also do not determine either the amount of refunds or the proper government account(s) that taxpayer receipts shall be deposited into.

5. Term of this Agreement.

The initial term of this Agreement begins on _____, 2014 (the "Effective Date") and continues for a period of three years from the Effective Date. This Agreement will be renewed for successive three year terms (each a "Renewal Term") if and only if the Parties mutually agree to extend the Agreement in writing. There are some other ways this Agreement can end and those are found in Article I of the General Provisions, Attachment 2.

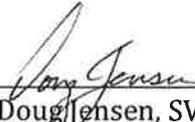
6. General Provisions.

The parties are also bound by the General Provisions as set forth in Attachment 2 of this Agreement, which are by this reference incorporated into this Agreement. If something in this Agreement contradicts the General Provisions, set forth in Attachment 2 or any other provision contained in the Attachments then what is said in this Agreement governs rather than the General Provisions.

The Parties are signing this Agreement on the Effective Date indicated in Section 5 above.

MuniServices, LLC

City of Oroville,
a Municipal Corporation

By: 
Doug Jensen, SVP Client Services

By: _____

Name: _____

Title: _____

ATTACHMENT 1
Sales and Use Tax Audit Services (SUTA) Services

Article 1-Objectives and Methods

MuniServices' Sales or Transactions and Use Tax Audit Service is designed to maximize the City's income—and minimize the cost of lost revenue—by detecting and documenting misallocations of Local District Tax (also known as Transactions & Use Tax), Bradley-Burns sales tax and local use tax activity within the statute of limitations on recoverability.

Article 2-Scope of Work

In performing the sales and use tax audit program MuniServices shall:

1. Identify and correct the sales/use tax reporting errors of businesses that, based on the nexus of their activities, are not properly registered with the City.
2. Identify and correct the reporting of businesses that are improperly reporting tax to state and county pools (i.e. classifying sales tax as use tax) and thereby depriving the City of sales tax revenue.
3. Detect, document and correct sales/use tax reporting errors/omissions and thereby generate new, previously unrealized revenue for the City.
4. Ensure through comprehensive audit measures that the revenue information used for ongoing economic analysis includes all sales/use tax generators.
5. Assist the City with strategies to preserve and even enhance sales and use tax revenue generated by existing businesses within the City.

MuniServices' proposed sales/use tax allocation audit services for the City includes five distinct types of audits:

- Taxable Nexus Field audits
- Permitization audits
- Deficiency assessment audits
- Accounts payable audits
- Quarterly Distribution Report audits

Taxable Nexus Field Audits

MuniServices' initial and periodic taxable nexus field audits include a physical canvassing and evaluation of sales/use tax generating businesses located in the City. In the absence of this undertaking, significant misallocations will remain undetected. MuniServices' field audits focus on those businesses located in the City from which the City has not been receiving sales/use tax revenue.

Permitization Audits

Wholesalers, contractors, processors, manufacturers and other non-retail businesses will frequently not have a sales tax permit properly registered to the City in which they are located because their business operations do not include a point-of-sale qualifying activity. However, these companies will often generate local sales/use tax from the State Board of Equalization (SBE) audit deficiency assessments, occasional sales (i.e., mergers and acquisitions), and self-accrual of use tax on purchases. MuniServices' field audits facilitate the identification and correction of improperly registered permits for companies having point-of-sale operations in the City.

Deficiency Assessment Audits

When the California SBE audits taxpayers for sales/use tax compliance, it is not uncommon for the taxpayer to receive a substantial deficiency assessment due to underpayments and/or under-collections. In many cases, the local allocation portion of the deficiency assessment is distributed in error to the State pool, county pools, or other jurisdictions. Accordingly, MuniServices has developed proprietary criteria and techniques to detect and correct SBE deficiency assessment misallocations and thus expand the benefits produced by MuniServices' allocation audit service.

Accounts Payable Audits

When California taxpayers purchase tangible personal property for which title passes out-of-state, the transactions are subject to use tax (rather than sales tax) which is collected by the vendor who in turn remits it to the SBE, with the local allocation typically distributed statewide or countywide through the pools.

Under certain conditions, the seller may allocate the local tax by situs or the City may elect to self-accrue the use tax and remit it directly to the SBE, in which case the local portion will come back to the City in the same manner as sales tax.

MuniServices' accounts payable audit will include a review of the City's purchases to identify opportunities for the City to capture the 1% local allocation on purchases subject to use tax and the local district tax where applicable. In this regard, MuniServices will prepare the documentation to facilitate the election, including assistance in preparing and filing the tax returns.

Quarterly Distribution Report Audits

Every three months, the City and MuniServices receive a Quarterly Distribution Report (QDR) from the SBE with the local allocation amount reflected by permit number.

MuniServices' QDR audits detect and correct taxpayer-reporting errors and thereby generate new, previously unrealized sales/use tax revenue for the City. MuniServices' QDR audits focus on those accounts where MuniServices observes a substantial decline in the sales/use tax revenue allocation for a particular business entity in a given quarter. In most cases, accounts showing zero balances have either relocated or simply reported late, in which case the payments will not be reflected until the next quarter's QDR. Therefore, six months must lapse before the QDRs indicate whether a zero balance account can be attributed to a late payment or a misallocation.

Cities and counties may only recover misallocated Bradley-Burns sales tax revenue for three quarters prior to the SBE being notified of the reporting error and misallocated District tax revenues for between three quarters and three years. Therefore QDR audits must be conducted in a timely manner in order to preserve the opportunity for the City to recover misallocated revenue. MuniServices shall conduct the QDR audit each and every quarter to minimize the potential of lost revenue to the City.

Confidentiality Provisions

MuniServices is authorized by this Agreement to examine transaction tax, sales tax, and use tax records of the SBE provided to City pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law and California Revenue & Taxation Code applicable to transactions and use taxes, including but not limited to the transaction and use tax that became effective or about [insert date tax became effective]. If the City adopts a new transaction tax or taxes after the effective date of this agreement the parties intend for the work under this agreement to include that tax or taxes.

MuniServices is required to disclose information contained in, or derived from, those sales, transaction, and use tax records only to an officer or employee of the City who is authorized by resolution to examine the information.

MuniServices is prohibited from performing consulting services for a retailer during the term of this Agreement.

MuniServices is prohibited from retaining the information contained in, or derived from, those sales, transaction, and use tax records, after this Agreement has expired.

This Agreement, and MuniServices' and City's obligations with respect to confidentiality of taxpayer data pursuant to the Bradley Burns Revenue and Taxation Code, shall continue until final payment for all services rendered hereunder.

Article 3-Deliverables

SUTA Detection and Documentation

MuniServices shall represent the City for purposes of examining SBE records pertaining to sales and use tax to identify errors and omissions. MuniServices' procedures for detecting and documenting misallocations are as follows:

1. Review applicable provisions of the City's municipal code and ordinance adopted by the City to determine applicability.
2. Procure a computer tape of sales/use tax permit records from the SBE.
3. Analyze sales tax distribution reports provided by the SBE for five or more of the most recent consecutive quarters.
4. Clean-up, standardize and computerize data from City's quarterly sales tax distribution reports provided by SBE for previous quarters, current quarter and each future quarter service is provided.
5. Prepare an aggregated list of business entities on electronic media; this list is derived from multiple private and public sources (hard copy and electronic), including specialized business listings and directories, the City's sales and use tax payment files, and an electronic copy of the City's Business License Tax registry, updated no less than twice per year.
6. Clean, standardize and integrate, in address-order, each entity's business name, address and payment file information, to eliminate redundancies, using MuniServices' proprietary software.
7. Physically canvas commercial/industrial area within the City's borders.
8. Develop a target list of potential point of sale/use reporting errors/omissions based on:
 - a. An electronic comparison of MuniServices' comprehensive inventory against the SBE's quarterly distributions for the City, and
 - b. An analysis of each potentially misallocated account based on proprietary guidelines established by MuniServices.
9. Meet with designated City official(s) to review service objectives and scope, MuniServices workplan schedule, public relations and logistical matters.
10. Contact personnel in sales, operations and/or tax accounting at each target business to determine whether a point-of-sale/use reporting error exists. (Note: this is accomplished with the highest regard to discretion and professional conduct. MuniServices' allocation audits are predicated on a non-controversial, constructive public relations approach which emphasizes the importance of each business to the City and the mutual benefits of correcting reporting errors.)
11. Provide to the City and SBE reports addressing each taxpayer reporting error individually, including the business name, address, telephone number, California sales tax permit number, individuals contacted, date(s) of contact, nature of business, reason(s) for error, recommended corrective procedure and, if available, estimated sales/use tax revenue which should be forthcoming to the City.
12. MuniServices may also provide suggested language for letters to be sent to the taxpayers and/or SBE from the City (or from MuniServices on behalf of the City) urging cooperation in promptly correcting the distribution error.

13. Respond to negative findings by SBE with timely reconfirmation documentation in order to preserve the City's original dates of knowledge.
14. Receive and process registration control record information monthly.
15. Receive and process sales tax distribution reports quarterly.
16. Coordinate with the taxpayer and SBE to make the necessary corrections and collect eligible back quarter's amounts.
17. Monitor and analyze the quarterly distribution reports with an audit focus on the following:
 - a. Accounts with previously reported point-of-sale/use distribution errors to ensure that the corrections are made for current quarters and all eligible back quarters.
 - b. Major accounts comprising 90% or more of the City's total sales tax revenue to identify any irregularities or unusual deviations from the normal pattern (e.g. negative fund transfers, significant decreases, unusual increases, etc.) and ensure that the City is not receiving less revenue than it is entitled to.
 - c. Those accounts receiving deficiency assessments to ensure that the City receives its local allocation
18. Identify opportunities for the City to recover local allocation on purchase transactions subject to use tax. Prepare the necessary documentation to facilitate recovery, including assistance in preparing and filing the returns.

SUTA Detection Timing Considerations

For each misallocated account detected, MuniServices will coordinate with the business and SBE to make the necessary corrections plus retroactive adjustments for eligible amounts of sales/use tax improperly distributed in prior quarters. MuniServices coordinates and communicates between typically four parties; sales/operations personnel at the taxpayer's local operation, tax personnel at the company's corporate headquarters, and SBE personnel and the in-state/out-of-state district offices. Correction of the account is considered to have been made once the payments on identified taxpayer accounts are being properly allocated by the taxpayer to the City in the period in which the payment was made.

As needed, MuniServices will represent the City before state officials, boards, commissions and committees for the purpose of correcting sales tax distribution errors that have deprived the City of revenue to which it is entitled.

Article 4-Compensation

What the City will pay MuniServices

MuniServices' compensation for the Sales or Transactions and Use Tax Audit Service is a 25% contingency fee. This fee applies to revenue received for six quarters beginning with the quarter in which the Date of Correction falls and all eligible prior quarters back to and including the three quarters prior to the Date of Knowledge quarter for Bradley-Burns sales tax revenues and all eligible prior quarters back to and including all corrected quarters prior to the Date of Knowledge quarter for district tax revenues. As used herein, the Date of Knowledge is the quarter during which MuniServices notifies the SBE of the existence of a misallocation. As used herein, the Date of Correction refers to the quarter in which the taxpayer has correctly reported the local tax and the SBE distributes the local tax properly to City based on the taxpayer's reporting. For QDR Misallocations detected and corrected, MuniServices' compensation shall only include the quarters for which the misallocation actually occurred.

For clarification and to encourage communication and collaboration between MuniServices and the City, MuniServices shall be entitled to full payment of all compensation as provided herein even if any one or more of City, its personnel, agents, or representatives, or any third party or parties provide(s) information to MuniServices that assists or is used by MuniServices in the identification, detection, and correction of point-of-sale distribution errors or the reporting and/or misallocation of revenue.

In the event that the City identifies, documents, and notifies the SBE of a point-of-sale distribution error, reporting error or misallocation as those terms are used herein, the City agrees to notify MuniServices of the City's discovery no later than ten (10) days after the Date of Knowledge as defined in Title 18 of the California Code of Regulations, Regulation 1807 ("Date of Knowledge"). The City also agrees to notify MuniServices promptly if it is working on a local tax misallocation issue independently of MuniServices and to maintain and promptly make available to MuniServices on request contemporaneous documentation of such work and its timing so that the duplication of work can be avoided. If the City fails to so notify MuniServices as provided above and MuniServices later detects, documents, and reports the misallocation or reporting error to the State Board of Equalization, or if MuniServices has established a Date of Knowledge with the SBE prior to notification to the Board by the City, then MuniServices is entitled to full compensation for the affected account as provided herein.

Additional Consulting

City may request that MuniServices provide additional consulting services at any time during the term of the Agreement. If MuniServices and City agree on the scope of the additional consulting services requested, then MuniServices shall provide the additional consulting on a Time and Materials basis. Any additional consulting services must be specifically authorized by the City Council prior to the commencement of the additional consulting services by MuniServices. Depending on the personnel assigned to perform the work, MuniServices' standard hourly rates range from \$75 per hour to \$300 per hour.

The following are sample hourly rates based on the job classification:

- Principal: \$300 per hour
- Client Services: \$250 per hour
- Information Technology (IT) support: \$200 per hour
- Operational Support:
 - Director: \$175 per hour
 - Manager: \$150 per hour
 - Senior Analyst: \$125 per hour
 - Analyst: \$100 per hour
 - Administrative: \$75 per hour

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred. All reimbursable expenses shall receive prior approval from the City and shall be reimbursed at cost to MuniServices.

Article 5 – Completion of Services

Notwithstanding any other provision of this Agreement, because Consultant's services performed hereunder result in corrections of misallocations and other revenue after cessation of services by Consultant for City, City agrees that with regards to misallocations identified to the SBE whose Date of Knowledge occurred during Consultant's performance of services for City or for other revenue resulting from Consultant's actions taken during the term of this Agreement, that City's obligation to pay Consultant in accordance with the compensation language of this Agreement shall survive expiration or termination of this Agreement for any reason. Additionally, notwithstanding any other provision of this Agreement, if this Agreement is terminated or expires, Consultant shall continue to pursue corrections of accounts identified during the term of this Agreement that have not been corrected by the SBE as of the effective date of termination or expiration. The period after termination during which Consultant is pursuing correction of accounts identified before termination is referred to as the "completion period." City shall compensate Consultant in accordance with the compensation language of this Agreement for corrected misallocations that result from Consultant's efforts during the completion period. City will also take all necessary steps to allow Consultant to continue to receive the required information from the SBE during this completion period.

ATTACHMENT 1-1
Sales/Use Tax Analysis & Reporting Service (STARS)

Article 1-Objectives and Methods

MuniServices' STARS Digest is designed to provide a general analysis regarding statewide trends that may affect the City's sales tax plus a specific analysis of the City's sales tax composition, changes and performance. The STARS Digest also includes the Quarterly Management Summary and specialized reports that analyze the City's sales tax economic base and performance for the latest complete quarter and benchmark year.

Article 2-Scope of Work

Quarterly STARS Digest

MuniServices will provide the City with quarterly updated bound STARS Digests including accounts from which the City receives sales tax revenue. The primary reports included in the STARS Digest are:

1. **Allocation Summary** - Reconciles SBE advances, cleanup payments and pool allocations with budget projections to assist the City with revenue forecasting and receipt monitoring.
2. **Cash Analysis** - Quarterly aberrations due to SBE audits, fund transfers, and other causes are also identified and analyzed for budget planning and revenue forecasting purposes.
3. **Top 100 Five-Year** - Historical performance of the top 100 accounts comparing current benchmark year ranking and sales tax produced with that of prior years.
4. **Top 100 Detail** - Sales tax performance of the City's top 100 sales tax accounts is shown in order of sales tax produced with the results for the most recent five quarters prominently displayed. The proportion of City sales tax produced is also shown by each account.
5. **Economic Category Performance** - An analysis of the changes that occurred by economic category and segment with the specific businesses responsible for the significant changes delineated.
6. **Significant Change Analysis** - A report reflecting magnitude of change, indicating which key businesses grew or declined, measured in absolute dollars and percentages.
7. **Business Code Classification** - This report shows the various business codes assigned by the SBE and the accounts assigned those codes in order of sales tax produced. Five quarters of sales tax data are shown for each significant account.
8. **Historical Economic Composition** - Data are summarized by economic category and segment by quarters and benchmark years. Percentage of total sales tax generated by category and segment is also shown to indicate trends in sales tax composition and performance.
9. **Geo-Area Reports** - Tracks sales tax performance within designated areas of the City (e.g., key shopping centers, business parks, and downtown/business districts,). Charts and printed reports are included for each geo-area.
10. **Cross-Reference Reports** - Allow the user to look up any account shown in the STARS Digest by name, address or account number.

STARS Query System

MuniServices will install the STARS Query System (a software program) on a City designated, IBM-compatible PC. Each quarter, MuniServices shall provide the City with updated information from SBE on CD-ROM. The data shall be provided in an encrypted format allowing the City to export sales tax information from the Query System in an Access-compatible format.

The Query System enables City staff to analyze the contribution of sales/use tax revenue from each taxpayer in the City on an individual, grouped or sorted-order basis by business name, business type, permit number, size ranking, street address, development, shopping center or other geographic area. Reports may be generated by any year (i.e., calendar, fiscal, benchmark) or for any particular quarter for all periods stored in the historical database.

The initial STARS Digest and Sales Tax Query System shall be delivered and installed within 45 working days following receipt of a fully executed contract, confidentiality resolution and the SBE sales tax registration and payment data. Subsequent quarterly Query System updates and STARS reports will be delivered to the City within 30 days following receipt of the quarterly distribution reports from the SBE.

License Agreement

The STARS Query System is licensed software provided by MuniServices. The terms and conditions of the STARS Query System License Agreement are provided here in Article 5. By installing and using the STARS Query System, the City agrees to be bound by the terms of the License Agreement.

Article 3-Deliverables

Timing & Reports

MuniServices shall:

1. Provide the City with quarterly updated STARS Digests.
2. Install the STARS Query System on a City designated PC
 - a. Update quarterly the City's sales tax registration and allocation data from the State Board of Equalization (SBE) from MuniServices' proprietary STARS Query System on IBM compatible PCs with Microsoft Access export capacity. (note: STARS is encrypted)
3. Train authorized City staff in the use of the STARS Query System.

Article 4-Compensation

What the City will pay MuniServices

The STARS Digest and Query System are available for an annual fixed fee of \$3,000 per year, paid \$750 quarterly. The Annual Fee shall be adjusted at the beginning of each calendar year by the percentage change in the Consumer Price Index – West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. The initial Consumer Price Index used for the first CPI adjustment will be the CPI-WU for the month in which the agreement is fully signed with the first adjustment to occur at the beginning of the Calendar year following the first full calendar year of service.

For instance, if the agreement is signed in April, year 1, the adjustment would not occur until January of year 3. The adjustments thereafter will be based on the CPI-WU from December of the prior calendar year. Each Annual Fee adjustment shall not be less than two percent (2%) or greater than ten percent (10%).

Additional Consulting

City may request that MuniServices provide additional consulting services at any time during the term of the Agreement. If MuniServices and City agree on the scope of the additional consulting services requested, then MuniServices shall provide the additional consulting on a Time and Materials basis. Any additional consulting services must be specifically authorized by the City Council prior to the commencement of the additional consulting services by MuniServices. Depending on the personnel assigned to perform the work, MuniServices' standard hourly rates range from \$75 per hour to \$300 per hour.

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred. All reimbursable expenses shall receive prior approval from the City and shall be reimbursed at cost to MuniServices.

Article 5 – End-User Notice and License Agreement

Notice to end-user: Installation or use of the STARS Query System software and associated Data (together "Software") on a computer system constitutes user's ("Your" et. al) acceptance of these terms. If You do not agree to the terms of this license, discontinue this installation and promptly delete the Software from the computer system, destroy any copies you made of the Software or any installation diskettes of the Software, and dispose of all written materials in Your possession regarding the Software. This License is effective until terminated. You may terminate it at any time by destroying the Software and all copies of it. It will also terminate if You fail to comply with any term or condition of this License. You agree upon termination to destroy the Software together with all copies of the Software.

License Grant: MuniServices, LLC grants to You a license to install and use one copy of the Software on a single computer. Your license to use the Software is conditioned upon Your compliance with the terms of this Agreement. A License is required for each installation of the Software. You may make one (1) copy of the Software for archival purposes only.

Copyright: The Software is protected by copyright laws and international treaty provisions. You acknowledge that no title to the intellectual property in the Software is transferred to You. You further acknowledge that title and full ownership rights to the Software will remain the exclusive property of MuniServices, LLC and You do not acquire any rights to the Software except as expressly set forth in this license. The Software in source code form remains a confidential trade secret of MuniServices, LLC and decompiling, disassembling, or otherwise reverse engineering the Software in any way is prohibited as a violation of those copyrights.

Prohibited Uses: You may not (a) use, copy, modify, alter, or transfer the Software or documentation except as expressly provided in this License; (b) translate, disassemble, decompile, reverse program or otherwise reverse engineer the Software; (c) sublicense or lease the Software or its documentation; or (d) use a single installation of the Software in a multi-user or multiple computer environment or in a rental, time sharing or computer service business. Without prejudice to any other rights, MuniServices, LLC may terminate this License if You fail to comply with its terms and conditions. In such event, You must destroy all copies of the Software.

Limited Warranty: MuniServices, LLC warrants that the Software will perform substantially in accordance with the accompanying written materials upon installation for a period of thirty (30) days from the date of purchase.

End-User Remedies: If the Software does not conform to the "Limited Warranty" section above, MuniServices, LLC's entire liability and Your sole and exclusive remedy shall be, at MuniServices, LLC's option, either to (a) correct the error, or (b) help You work around the error. The Limited Warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement software will be warranted for the remainder of the original Limited Warranty period.

No other warranties: MuniServices, LLC does not warrant that the software is error free, except for the express limited warranty in the "limited warranty" section. MUNISERVICES, LLC DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Some jurisdictions do not allow the exclusion of implied warranties or limitations of how long an implied warranty may last, or the exclusion of limitation

of incidental damages, so the above limitations or exclusions may not apply to You. This warranty gives You specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction.

No Liability for Consequential Damages: In no event shall MuniServices, LLC or its licensors, suppliers, or licensees be liable to You for any consequential, special, incidental, or indirect damages of any kind arising out of the performance or use of the software, even if MuniServices, LLC has been advised of the possibility of such damages.

Governing Law: This Agreement is governed by the laws of the State of California, U.S.A. without regard to its conflict of laws principals.

U.S. Government Restricted Rights: Use, duplication or disclosure of the Software by any agency, department or other entity of the U.S. Government is restricted in accordance with FAR 12.212 for civilian agencies and DFARS 227.7202 for military agencies. The Software is a commercial product. Use of the Software by the U.S. Government is further restricted by the terms of this License.

Acknowledgement: Your installation or use of this product for any period of time constitutes your acceptance of this agreement and License and binds You to its terms, contents and conditions.

ATTACHMENT 1-2
Utility Users Tax Compliance and Revenue Protection Program

MuniServices, LLC ("MuniServices") agrees to provide the City with certain professional services in furtherance of a comprehensive utility users tax/franchise compliance and revenue protection program ("Program"), with broad participation by California public agencies, that is designed to preserve, protect, and enhance its utility users tax ("UUT") and utility franchise revenues.

Article 1-Objectives and Methods

MuniServices Utility Users Tax Standard Program, described in Article 2 Section A, will provide compliance reviewing, geocoding, information, and associated services and skills, in conjunction with the legal and "protective" services of the City's outside counsel, Donald H. Maynor, A Professional Law Corporation ("Law Firm"), to establish and implement a Program that will allow the City and other participating California public agencies to preserve, protect and enhance their UUT and utility franchise revenues focusing on three areas:

- Compliance Review Services;
- Revenue Protection and Enforcement; and
- Client Support Services.

An optional UUT Premium Program described in Article 2 Section B, MuniServices offers City-Specific Auditing and Provider Specific Geo-Coding Services. These services include compliance and associated activities designed to establish and implement a Compliance Program that will allow participating California public agencies to preserve, protect and enhance their UUT revenues through a combination of auditing, geocoding, tax application compliance, business detection, ordinance modernization with election approval update, legislative monitoring, technology update, and other essential compliance and protective services. An effective Compliance Program will assist the City, and other participating public agencies, in identifying and correcting errors/omissions causing revenue deficiencies, and thereby produce new or previously unrealized revenue for such participants. The Program's tax preservation services will help protect the City's existing UUT revenues from erosion due to new legislation, new technologies, outdated ordinance language and inaccurate information. By offering these essential services through a comprehensive Program, with widespread participation, there are the additional benefits of: i) achieving lower individual costs for such joint activities; and, ii) developing consensus-based decisions regarding ordinance interpretations and tax implementation that utility industries require of California public agencies, including coordinated responses to proposed state and federal legislation.

Article 2-Scope of Work

A. UUT Standard Program

1. Compliance Review Services

At any time during the term of this Agreement, with the prior consent of the City where specifically indicated, MuniServices will perform the following compliance activities in any of the following areas:

- a. UUT Tax Application Review: Compliance reviews of major utility providers, with a focus on common client issues, to assure that the UUT is being properly applied to taxable services and charges.
- b. Geocode Information and Review: Develop and maintain a proprietary address range database to assure accurate and complete address range information regarding the City's boundaries. This

service also includes monitoring City boundary changes due to annexations or other municipal reorganizations and providing those changes to any utility services provider that serves customers within the City.

- c. UUT Business Detection: Utilize other detection tools to verify whether such companies are doing business within the City, and then assist City's staff in pursuing enforcement actions, as needed, including developing compliance correspondence and enforcement procedures.
- d. UUT Payment Analysis, Calculations and Deviations: Identification of possible gaps in payments, calculation mistakes, and other payment errors, provided that the City provides MuniServices with regular UUT payment history. MuniServices will follow up with the appropriate compliance correspondence and enforcement procedures on behalf of the City.
- e. UUT Payment History: MuniServices will provide the City, on a monthly or otherwise mutually agreed upon basis, with a spreadsheet reflecting the City's UUT payments by provider and utility category (based on remittance data provided by the City to MuniServices).
- f. Non-Core Suppliers Review: MuniServices will assist the City in obtaining the SB278 lists and review non-core suppliers operating with the City to ensure that these utility resellers are included in the calculation of UUT revenues and are in compliance with the provisions of the City's UUT ordinance.
- g. Commercial Exemption Review: MuniServices will obtain the list of commercial exempt accounts and analyze the status pursuant to the exemption provisions of the City's UUT ordinance or federal law. Any accounts found to be exempt in error will be brought into compliance as appropriate.

2. Revenue Protection Services

MuniServices will work cooperatively with Law Firm in providing the following revenue protection services designed to protect the City's existing and future UUT revenues as follows:

- a. Ordinance Update: Law Firm will provide a comprehensive review and update of the City's existing UUT ordinance. Thereafter, provide periodic reviews and recommended updates to the UUT ordinance, administrative rulings to address new issues that may arise because of deregulation, litigation, changes in laws or regulations, the unbundling of traditional utility services, or the introduction of new technologies to provide utility services. Such recommendations will clarify or add procedural protections to the existing ordinance, and should not require a Proposition 218 election approval. If a major modernization of the ordinance is deemed necessary, with voter approval, we will assist the City with ordinance language, staff reports, draft ballot language, and other technical assistance.
- b. Legislative Review Services: Monitor proposed state and federal legislation to identify issues affecting the City's UUT or utility franchise revenues, and, if justified, make recommendations to the City and lobbyists of California public agencies.
- c. Regulatory Agency Review: Monitor proceedings at the various regulatory proceedings (e.g., California Public Utilities Commission, California Energy Commission, Federal Commerce Commission, and Federal Energy Regulatory Commission) that potentially impact the City's UUT, and make appropriate recommendations to the City.
- d. Information Services: Provide the City with periodic newsletters, special communications, and legislative bulletins, workshops and seminars on such subjects as industry deregulation, new technologies, complying with new utility-related legislation, and other timely subjects.

- e. Statutory Compliance Services: Law Firm will assist the City as appropriate in complying with Public Utilities Code §495.6.
- f. Technology Reviews: Continually research utility information to identify taxable services delivered by new technologies and bundling packages and how it applies to the City's UUT Ordinance.

*Note: **MuniServices, LLC Does Not Provide Legal Services**: It is agreed and understood MuniServices will provide no legal services that may be required under any of the activated Programs described in this Agreement.*

3. Client Support Services

- a. UUT Website: Prepare and maintain an accurate copy of the City's UUT ordinance and its administrative rules and interpretations on the uutinfo.org website. Additionally, a link to the City's web page (if desired), FAQ's, and model forms for exemptions, registration, remittances and other tax compliance documents will be maintained on the www.uutinfo.org website.
- b. Client Only Webpage: Provide the City's staff, as appropriate, access to the client-only features of the www.uutlaw.com webpage which provides legal memos, practice hints, special utility features, legislative tracking and new technology reviews.
- c. Revenue Management Report(s): Provide an annual report that outlines the year's activities in review, revenue forecasts, YTD Comparison charts and revenue generated from compliance activities. This report contains an analysis of UUT revenues and a five-year revenue forecast on each of the utility business segments (electric, gas, CATV, wired telecom, wireless telecom, etc).
- d. Tax Application Inquiries: Provide legal and technical assistance to existing City staff and the City attorney's office, and provide timely analysis and draft responses to tax application inquiries from utility companies, and will assist in responding to citizens regarding their utility bills and the computation of the UUT.
- e. Enforcement Assistance: Law Firm may provide the City's staff and the City Attorney's office with: i) legal assistance on specific issues that arise in the enforcement of the tax ordinance (e.g., nexus issues and questions from taxpayers or tax collectors); and ii) compliance correspondence and legal notices as required by ordinance and due process.
- f. Audit Assistance: Assist the City's audit staff and the City Attorney's office in, i) gaining access to audit-related information under existing legal authorities, including the preparation of an administrative subpoena; ii) addressing legal issues that arise in the course of an audit;
- g. Program Review: Review the City's existing or proposed tax compliance programs, including tax amnesty programs.
- h. Tax Initiative Help: Assist City in developing effective strategies to address aggressive "anti-tax" efforts.

B. UUT Premium Program (Optional)

1. City-Specific Audits

At any time during the term of this Agreement, with the prior mutual consent of the City and MuniServices, MuniServices may perform an audit of a specific utility provider related to UUT payments and/or utility franchise fees if applicable. The audit's intention is to focus on the compliance of the particular selected utility provider(s) with the City's UUT ordinance and/or franchise fee agreement. This service includes an actual request for, and review of the utility provider's books and records. Typically, the audit process, in general, will consist of the following:

- a. Submit an Audit Notification along with the Letter of Authorization and a Request for Information (RFI) outlining the information needed to complete the audit to the Provider(s).
- b. Attempt to obtain a waiver on the Statute of Limitations, as applicable, for the audit.
- c. Review the work papers and supporting documentation used in the computation of the UUT and/or franchise fee payments.
- d. Review and analyze the provider's general ledger and financial statements. Compare and analyze the data for reasonableness, completeness, and accuracy as related to the UUT and/or franchise fee.
- e. Review and analyze all the provider's revenue accounts in detail to:
 - 1) Determine revenues that are to be included or excluded from the UUT and/or franchise fee computations;
 - 2) Review the revenues excluded from the computations, if any, and;
 - 3) Determine if exclusions are permitted by the City's ordinance and/or franchise agreement.
- f. Determine if a utility provider or any of its subsidiaries receives any revenues from customers or third-parties for the use of utility provider's facilities located on City's right-of-way authorized by the franchise agreement that are not included in the franchise fee calculation used to determine the payment to the City.
- g. Analyze the number of customers reported in the City by rate classification and obtain and review the utility provider's procedures to code new customers to the proper jurisdictions and the procedures used to address annexations.
- h. Obtain and review the list of any exempted customers, if any, from the UUT and/or franchise fee computation. For Cable TV Provider's PEG fees, if there are any, request the supporting documentation on provider's payments to the City. The schedules should include a composition of the number of subscribers such as basic, non-standard and free subscribers, by month, for each of the calendar years included in the review period.
- i. Sample test the geo-coding system by selecting certain customer accounts within the City boundaries and in the immediate vicinity to review if those accounts are properly coded as assessed. MuniServices will concentrate the sampling in problematic geographical areas, such as those that might overlap with a neighboring city or where multiple zip codes exist. MuniServices will also sample test heavily in the area of annexations to ensure that proper procedures are in place to identify and properly code these areas within the Franchisee's system. MuniServices will request that the utility provide the customer account information in an electronic format for all customers located in the City and surrounding areas.
- j. Compare the provider's payments, exclusions, and other computations as related to the UUT and/or franchise agreement. Compare the actual payments made to the City for timeliness and accuracy.
- k. Conduct an Exit Interview with the utility provider to review findings and obtain the provider's position on the issues identified. Seek to obtain agreement and/or payment of any amounts due to the City (to be sent directly to the City) within 30 days.
- l. Prepare a written report with findings that describe and explain the results of MuniServices review, potential additional monies due to the City, the Provider's position on the issues and

- any applicable penalties and interest. MuniServices will schedule a final presentation of these findings with the City.
- m. Provide any and all necessary schedules and supporting documents to assist the City in collecting underpaid UUT and/or franchise fees.

2. Utility Customer's Jurisdictional Coding Verification Service (Optional)

As an optional service under the UUT Premium Services, MuniServices will perform a 100% test of a providers' customer base, verifying that all customers are correctly coded to the proper jurisdiction, and provide the providers with any accounts that are identified as being incorrectly coded. This service requires the providers to provide non-confidential customer account information in an electronic format for all customers located in the City and surrounding areas.

Article 3-Deliverables

MuniServices shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and shall, upon completion of all work, submit to the City all information developed in the course of providing the services. MuniServices shall, in such time and in such form as the City may require, furnish reports concerning the status of services required under this Agreement. MuniServices shall, upon request by the City and upon completion or termination of this Agreement, deliver to the City all material furnished to MuniServices by the City.

Article 4-Compensation

A. Annual Fixed Fee

1. **Total Annual Fixed Fee:** The City's total annual fixed fee for participating in the Program shall be the greater of i) one-half of one percent (0.5%) of the total UUT revenues received by the City (excluding UUT revenues derived from sewer, water, trash or CATV) based on the prior fiscal year, or ii) ten thousand dollars (\$10,000) ("Minimum Fee").
2. **Allocation of Annual Fee.** The total annual fee payment shall be allocated and paid separately to Law Firm and MuniServices as follows: **To MuniServices:** City will pay MuniServices its allocated fee of one-half of one percent (0.5%) of the total annual UUT fee less the amount allocated and paid separately to Law Firm. **To Law Firm:** City will pay Law Firm its allocated fee of one-thousand two-hundred and fifty dollars (\$1,250) per quarter. At any time, Law Firm and MuniServices may, by mutual agreement, adjust their proportional share of said total annual fee, provided that such parties shall receive prior approval of such adjustment from the City.
3. **Quarterly Payments of Fixed Fee:** Said annual fixed fee shall be paid in four equal quarterly payments with due dates of: March 31, June 30, September 30, and December 31. Invoices for services rendered shall be in arrears (invoiced for the immediately preceding quarter). If the effective date of this Agreement is other than on an invoice date, the City shall be invoiced for the first quarterly payment on the immediately following invoice date as set forth herein. City shall be invoiced and responsible for a prorated portion of the preceding quarter based on the effective date of this Agreement. Payment will be made to MuniServices within thirty (30) days of receipt of MuniServices invoice therefore. Any amounts which remain unpaid after thirty (30) days shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum amount permitted by law. These quarterly payments are nonrefundable.

B. Compensation for City-Specific Compliance Review Services

1. With the exception noted in subsection (2) below, with respect to a City-specific compliance review referred to in Article 2, Section B(1) above, MuniServices shall be entitled to contingent fee compensation where MuniServices' compliance review activities result in the City receiving additional revenues from such City-specific compliance review activity. Accordingly, the City shall pay MuniServices twenty-five percent (25%) of the additional revenues, including interest and penalties, that has resulted from its City-specific compliance review activities. MuniServices will seek to recover, or assist the City in recovering all revenue due the City from prior periods, if any, and MuniServices will receive 25% of any retroactive recovery. Said 25% also applies to the additional revenue received by the City for the first three years following the correction of the error/omission. As used in this subsection, the term "additional revenues" includes the value of any other services, credits, property of every kind or nature, or other consideration received by the City in lieu of monetary payment.
2. Specifically for Solid Waste compliance reviews, MuniServices shall be entitled to additional fixed fee compensation. The amount of the fixed fee compensation and the detailed of scope of work shall be determined prior to the start of the work and shall be mutually agreed to in writing between both parties.
3. Notwithstanding subsections (1 and 2) above, nothing herein shall prohibit the parties from entering into a written agreement on compensation for City-specific compliance review services on a fixed fee or any other separately negotiated basis.
4. MuniServices compensation is due and payable within thirty (30) days of the City's receipt of MuniServices invoice. Any amounts which remain unpaid after thirty (30) days shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum amount permitted by law.

C. Utility Customer's Jurisdictional Coding Verification Service (Optional)

Should MuniServices provide the Optional Jurisdictional Coding Verification Service to the City, the City shall pay MuniServices a fixed fee of twenty-thousand dollars (\$20,000) per each Provider coded. The fixed fee will be billed to the City 50% upon election of the service and the remaining 50% upon completion.

D. MuniServices Expenses: MuniServices shall absorb all expenses incurred by MuniServices in providing its services as described herein. These expenses include items such as employee salaries and benefits, insurance, airfare, auto rentals, meals, lodging, express mail, mail, telephone, copying, directories, on-line resources, and other overhead and miscellaneous expenses.

Additional Consulting

The City may request that MuniServices provide additional consulting services at any time during the term of the Agreement. If MuniServices and the City agree on the scope of the additional consulting services requested, then MuniServices shall provide the additional consulting on a Time and Materials basis. Any additional consulting services must be specifically authorized by the City Council prior to the commencement of the additional consulting services by MuniServices. Depending on the personnel assigned to perform the work, MuniServices standard hourly rates range from \$75 per hour to \$300 per hour.

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred. All reimbursable expenses shall receive prior approval from the City and shall be reimbursed at cost to MuniServices.

Article 5 – Obligations

A. Welcome Packet

The City agrees to provide MuniServices with a Program Welcome Packet, including, but not limited to:

1. A copy of the City's UUT Ordinance and any amendments thereto.
2. Two letters requesting the exemption lists from the utility companies to be placed on City letterhead and returned to MuniServices.
3. A Letter of Authorization for MuniServices to act on City's behalf. Place on City letterhead and returned to MuniServices.
4. A sample remittance form to be provided to the utility companies if the City doesn't currently have a form for this purpose.
5. Two SB278 letters requesting from utility companies to provide a transportation list. These letters should be placed on City letterhead and returned to MuniServices.

B. Necessary Information

The City will provide MuniServices, on a timely basis, with information necessary to conduct its compliance review activities including but not limited to: monthly UUT payment histories, exemption lists, and SB 278 gas and electric lists (including names of customers refusing to pay surcharges), and of any subsequent amendments to the UUT ordinance.

C. Regarding the City-Specific Audits

City agrees to:

1. Provide administrative subpoenas as needed for access to the books and records of the utility.
2. Provide a specific Letter of Authorization for MuniServices addressed to the specific utility for the specific audit.
3. Invoice the responsible party for tax deficiencies (plus interest and penalties if applicable) identified and confirmed by MuniServices within thirty (30) days following receipt of MuniServices detection report or correspondence.
4. Provide MuniServices with a copy of any settlement agreement with a taxpayer/tax collector within ten (10) days of entering into such agreement; and,

D. Notification

Notify MuniServices within ten (10) days following receipt by the City of payments that are a direct result of MuniServices compliance and/or audit services (cash, installment, or other compensation directly benefitting the City) of such tax deficiencies, whether invoiced or not. Upon receipt of such notice, MuniServices will promptly invoice the City (if applicable).

E. Legal Interpretations of Ordinance

Upon request, the City will provide MuniServices with appropriate legal and administrative interpretations of its UUT ordinance. It is agreed and understood that the City will retain the exclusive authority and responsibility to administer, interpret, and enforce its UUT ordinance, recognizing that the role of MuniServices is limited to employing their unique expertise and proprietary tools for: i) detecting and identifying errors/omissions by utility service providers or utility users in the application, calculation, collection, and remittal of UUT; and ii) providing the City with technical assistance, without assuming or being delegated the authority or responsibility of the City to administer, interpret, and enforce its UUT ordinance and standard utility franchise agreements.

F. City's Determination Final

Whenever the City Council or a City Officer is empowered under State or local ordinance to make a determination as to whether or not a tax assessed against a taxpayer is due, for purposes of this Agreement that determination shall be final and binding on the parties hereto. However, a City Officer's

determination to waive a tax assessment shall not relieve the City of its obligation to pay MuniServices therefore.

G. Confidentiality

MuniServices agrees that it shall keep all information it receives concerning City taxpayers confidential and shall use it solely for tax compliance purposes. Services performed by MuniServices prior to termination may result in the City's receipt of revenue after termination. This receipt of revenue entitles MuniServices to payment from the City even after expiration of contract or termination. The City agrees to provide to MuniServices after expiration or termination of this Agreement such confidential payment information as is necessary to enable MuniServices to calculate the compensation due to MuniServices as a result of said receipt of revenue and MuniServices shall maintain the confidentiality of this information. Therefore, MuniServices shall be deemed a contractor under Revenue and Taxation Code Section 7284.6 - .7 after expiration of contract or receipt of notice of termination from the City for the sole and limited purpose of enabling MuniServices to have access to said information to calculate compensation.

H. City agrees to view MuniServices as a revenue enhancement partner and allow MuniServices to assist the City in increasing compliance and increasing revenues.

Article 6 – Completion of Services

- A.** Either the City or MuniServices may terminate this Agreement, by thirty (30) days prior written notice as provided in this Section.
- B.** If the City terminates this Agreement at any time within twelve (12) months following the effective date of this Agreement, and Law Firm has prepared an ordinance update for the City (whether or not the City adopts the recommended update), the City shall nevertheless pay MuniServices four (4) quarterly payments from the commencement of the Agreement to compensate MuniServices for services rendered. MuniServices shall also be entitled to additional compensation as described in Section C below.
- C.** Upon termination by either party of the Agreement as provided herein, MuniServices shall be entitled to retain any fees it may have received from the City pursuant to Article 4 Section A and Article 6 Section B of this Agreement. In addition, MuniServices shall be entitled to payment according to the terms of Article 4 Section B for all additional revenues, including interest and penalties, resulting from MuniServices compliance review activities. Within thirty (30) days following termination, MuniServices shall provide the City with a list of detections of non-compliance resulting from the compliance review activities of MuniServices. The City shall, in good faith, diligently seek to: i) correct such detections of non-compliance made by MuniServices prior to the date of termination; and, ii) collect the additional revenues that are due the City and MuniServices for past periods and for the twelve quarters going forward following the correction, even though the date of actual correction may occur after the termination date. MuniServices shall assist the City in this correction/collection effort, if so requested by the City. MuniServices right to compensation for City-Specific compliance review activities under Article 4 Section B shall survive termination of this Agreement for any reason.

ATTACHMENT 1-3
Solid Waste Hauler Franchise Fee Compliance Program

Article 1-Objectives and Methods

MuniServices' Solid Waste Hauler Franchise Fee Compliance Program ("Solid Waste Compliance") is an agreed-upon-procedures review of the franchise fee payments made to the City from its waste haulers. This service is designed to verify the accuracy of those payments in compliance with the City's franchise agreement. MuniServices will partner with Michael Balliet, a waste hauler management consulting expert, to perform the Solid Waste Compliance for the City.

This service will be activated upon written notice from the City.

Article 2-Scope of Work

MuniServices will perform the Solid Waste Hauler Franchise Fee Compliance Program as follows:

Phase I - Reasonableness Test Compliance Review

MuniServices provides an innovative approach to auditing that utilizes hauler tonnage and billing information to establish a "reasonableness test," resulting in more successful resolution to franchise fee payment issues than traditional audit methods. More than 80 percent of the haulers audited with this method pay findings without dispute. More than 95% of the audits result in fee recovery for the client. MuniServices believes that this innovative approach will be more cost effective to the City and more successful in resolving the payment issues with the franchise haulers.

Under this approach, the scope of services proposed for this Solid Waste Compliance will include:

- Review the current franchise agreements and the City's solid waste ordinances.
- Review all reports submitted by the City's franchised hauler(s) to be included in the review for the past 12 months. The findings will be applied to the review period (generally the previous three years) to ascertain gross receipts, tons hauled, tons disposed, and tons diverted.
- Review of the waste haulers' franchise fee payment calculations for the review period.
- Review of all tonnage and fee reports issued to the City by the waste haulers for the review period.
- Review waste haulers' invoices for all service types performed under the franchise and review waste haulers' records to assess quantities of each service performed.
- Review the waste haulers' tonnage data used to compute the AB939 compliance fees, if applicable.
- Utilizing proprietary "revenue-to-ton ratio process", conduct a reasonableness test of waste haulers' franchise fee payments.
- Prepare a report that establishes the waste haulers accuracy with regards to reporting franchise fees, and potential areas for improvement in both fee remittance and program services.
 - This report will identify areas in the City's municipal code that require attention and suggest how and why these areas should be changed.
 - The report will provide a review of the franchised hauler's compliance with the City's agreement and identify any potential breaches and areas where the City could benefit from additional or improved services.
- Upon input from City staff we will finalize our suggestions on system improvements into City-ordinance format, suitable for presentation and adoption
- Establish findings based upon the review of waste haulers' revenue and tonnage information.

- This step is done prior to a full financial audit and often results in City obtaining under-paid franchisee fees without the time and expense of a full audit.
- It is also advisable to perform this step since the hauler is often responsible for audit costs if a finding is made.
- This step allows us to “pre-qualify” where the findings are likely to be and expend hours where they will be most useful to City
- Under this task we will prepare audit finding notices and establish payment deadlines for each hauler reviewed.

Phase II - Agreed-Upon Procedures Franchise Fee Audit (On-site Audit)

If the waste hauler(s) declines to pay the amount prescribed by the above “reasonableness test” performed in the Solid Waste Compliance, then MuniServices will perform an agreed-upon-procedures franchise fee audit to finalize our findings. If the franchise agreement allows, the City can generally assess the audit costs to the hauler if findings are made. That way most, if not all, of MuniServices’ costs would be paid by the hauler.

The agreed-upon-procedure for the franchise fee audit process will include a review of all recurring billings, all temporary services (including those paid by credit card or cash), and may include the following additional steps:

- If required, prepare and execute a Nondisclosure Agreement between MuniServices and waste haulers.
- Review of all gross revenues on waste haulers’ general ledger; discuss revenue categories with waste hauler management; discuss revenue categories with City management; make a determination as to which gross revenues, if any, have been under reported to the City.
- Compare general ledger dollar amounts to other waste haulers’ prepared documents, such as audited or unaudited financial statements and tax returns, to verify the validity of the general ledger numbers.
- Perform analytical reviews on the overall financial data of waste haulers; perform tests of reasonableness on gross revenue allocations to the City.
- Prepare a report; submit the report draft to City and waste haulers’ management for review and comments; then prepare final report for issuance.

Optional Jurisdictional Verification Service

MuniServices also provides an innovative approach to analyzing waste haulers’ customer bases to determine that all customers located within the City are included in the customer base used to determine the City’s franchise fee payments. If the waste haulers provide MuniServices with their customer bases electronically, MuniServices can perform a 100% verification of their customer base and provide the waste haulers with the specific corrections that need to be made. Most audit firms, at best, only perform a random sample review of the customer base, which identifies that errors exist, but does not provide the details for the waste hauler to correct those errors.

Timing

MuniServices will commence the Solid Waste Compliance within 10 working days of receipt of a fully executed agreement including the following: a) the required letter of authorization; b) applicable franchise agreements and ordinances; and c) franchise fee payment remittances from the City.

MuniServices’ objective is to complete the reviews within 3 to 4 months, but this will vary depending on access to and the condition of the waste haulers’ records, as well as the level of cooperation provided by the waste haulers. This review may include jurisdictional coding verification of the waste haulers’ subscriber base from electronic media if waste haulers provide MuniServices with the required electronic data (see the above optional jurisdictional verification service).

Article 3-Deliverables

Phase I Audit – Reasonableness Test Compliance Review

Within one-week (1) of receiving the fully executed Agreement, MuniServices will issue a records request to the hauler(s) through the City. We will draft this notice for the City's review and approval. If the waste hauler does not respond, or fails to comply with the information request contained within two-weeks (2) of mailing of the letter, MuniServices will request that the City send a final notice to the hauler(s). These steps will insure that the hauler(s) have every opportunity to comply and that the City is kept apprised. In addition, we are available to advise and assist the hauler(s) in preparing their response to our request to insure timely and accurate data submission.

Phase II – Agreed-Upon Procedures Franchise Fee Audit (On-site Audit)

We will prepare a report; submit the draft of the report to the City and the waste hauler(s) management for review and comments. We will then prepare the final report for issuance.

Article 4-Compensation

Provided that the Effective Date is on or before June 30, 2013, in exchange for MuniServices performing the work indicated above, the Client will pay MuniServices as follows:

Phase I Audit - Reasonableness Test Compliance Review

The City shall pay MuniServices a fixed fee of \$17,500 for a review of three (3) to four (4) years of fee payments and compliance (City's choice). This compensation includes an audit on up to 5 haulers; \$1,500 will be charged for each additional hauler. The fixed fee is due and payable immediately after the completion of Phase I. The City will be reimbursed the \$17,500 fee on the first \$17,500 in findings.

- On Audit findings above the first \$17,500 and up to \$300,000, the City shall pay MuniServices a 25% contingency fee.
- On audit findings above \$300,000 the contingency fee shall be 15%.

The contingent fee is applied to the final finding amount agreed to by the City and the hauler, or arrived at through mediation and/or a legal proceeding. Contingent fee applies to all financial benefit obtained by the City resulting from audit findings. Phase I flat fee costs will be deducted from findings before contingency fee is applied.

Phase II - Agreed-Upon Procedures Franchise Fee Audit (On-site Audit)

This is the onsite portion of our review where we audit all associated records to determine payment accuracy and compliance with agreement terms. During Phase II we are also available to meet with the City to discuss Phase I recommendations and to update you on our onsite efforts. Phase II compensation is specifically the contingent fee structure outlined above. Additionally, MuniServices will be entitled to reimbursement of reasonable travel and other out-of-pocket expenses associated with the performance of the audit. Such reimbursement will be for actual costs of travel, meals, and lodging (receipts provided) and shall not exceed \$1,000 without the written approval of the City. The out-of-pocket expenses will be invoiced upon issuance of the final report of the Phase II finding to the City.

Optional Jurisdictional Verification Service

Should MuniServices provide the Optional Jurisdictional Verification Service to the City, the City shall pay MuniServices a fixed fee of \$2,000 per solid waste hauler. This fee shall be invoiced upon the completion of the report.

Additional Consulting

The City may request that MuniServices provide additional consulting services at any time during the term of the Agreement. If MuniServices and City agree on the scope of the additional consulting services requested, then MuniServices shall provide the additional consulting on a Time and Materials basis and will bill the city monthly. Depending on the personnel assigned to perform the work, MuniServices' standard hourly rates range from \$75 per hour to \$300 per hour. Economies of scale are provided on pricing if the additional work is related to the solid waste system under review.

Article 5 – City Obligations

MuniServices will need from the City a letter of authorization, copies of applicable ordinances, the current franchise agreement, amendments, and any subsequent agreements relating to franchise fee collection, any prior reports prepared by the internal or external auditors which concern the computation or methodologies for computing franchise fee, and a three-year history of franchise payments made by each waste hauler to the City.

ATTACHMENT 2
GENERAL PROVISIONS

Article I

Within 5 business days after signing this agreement.	You will designate, in writing, one individual to whom we may address communications concerning this Agreement. This person or such person's designee will be the principal point of contact for us in obtaining decisions, information, approvals, and acceptances.
10 business days after you receive our invoice.	You have until this date to dispute in the invoice, or a portion of it, in writing. Your written dispute must be post-marked by this date and must be sent to the addresses in paragraph 1 of the Agreement. (Paragraph 1 is located on the front page of the agreement and is titled "Us".)
10 business days after we receive your written notice that you dispute an invoice or part of an invoice.	We will either correct the error or explain to you why we think the invoice is correct. During this time, we will not try to collect the amount being disputed.
30 days after receiving our invoice.	You must pay our invoice(s) by this date. If you do not pay by that time, we have the right to charge you interest at the rate of one and one-half percent (1.5%) per month, or the maximum amount permitted by law, on any amounts you do not pay within thirty days. If we refer your account to an attorney for collection of past due amounts, we may charge you for our reasonable attorney fees, including costs for attorneys who are employed by us, and court costs incurred by us to the extent permitted by law. Any settlement of your account balance for less than what is owed requires our written consent.
40 days after receiving our invoice	If you have not paid, and have not disputed an invoice as provided above, then we may terminate this Agreement with no further notice and we have no further obligation to you.
When you provide us with information for use in the Services.	By providing us information, you represent that: <ul style="list-style-type: none">• you have the right to provide us the information without violating the rights of third-parties;• your release of the information to us does not violate any applicable laws and regulations; and• to the best of your knowledge the information is accurate and not defamatory. You will notify us immediately if there is a change in the information you have provided to us.
If we send you a report or other deliverable.	You will review all reports we provide to you in a timely fashion and you will notify us immediately if you find a discrepancy in any of the information we have provided to you. Upon payment therefore, we will grant you all right, title, and interest in and to the reports, charts, graphs, and other deliverables we are required to produce under this Agreement.
While the Agreement is effective.	We will keep in full force and effect insurance coverage during the term of this Agreement including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. You may at any time request copies of our certificates.

90-days after prior written notice.	This Agreement terminates for convenience but only if the terminating party sends the notice to the person designated to receive notices under this Agreement (see paragraph 1 or 2, as applicable, of this Agreement).
After giving written notice of a breach other than a failure to pay.	<p>The non-breaching party may immediately terminate this Agreement if:</p> <ul style="list-style-type: none"> • the written notice of the breach was sent to the person designated to receive notices for the breaching party under this Agreement (see paragraph 1 or 2, as applicable, of this Agreement); and the breach is not your failure to pay (that situation is addressed separately below.); and • the breach has not been cured in a reasonable time after the breaching party received notice. <p>Ordinarily, 30 days will be a reasonable time to cure the breach but if the party receiving notice of the breach can demonstrate that the breach will take more than 30 days to cure, the non-breaching party and breaching party will agree on an extended period to cure the breach.</p>
After the occurrence of a “financial default”	<p>A party may terminate this Agreement immediately if the other party experiences a “financial default.” A “financial default” means:</p> <ul style="list-style-type: none"> • a material adverse change in a party’s financial condition that adversely affects its ability to perform hereunder; or • a party becomes or is declared insolvent or bankrupt; or • a party is the subject of any proceedings relating to liquidation or insolvency or for the appointment of a receiver; or • a party makes an assignment for the benefit of all or substantially all of its creditors; or • a party enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations. <p>If you experience a “financial default” then we may, at our option, declare the entire outstanding amounts and costs owing to us hereunder immediately due and payable.</p>
This Agreement is terminated or expires.	<p>You remain obligated to: (1) pay us for Services performed through the effective date of the termination or expiration; (2) if applicable, provide us with all the information necessary for us to calculate what you owe us on revenue you receive after the termination or expiration; and (3) if applicable pay invoices we send you after the expiration or termination of this Agreement for Services performed before termination or expiration or for continuing payments required by the Scope of Work or for both.</p>

Article II. The parties also agree to the following miscellaneous terms.

1. *Independent Contractor.* We are an independent contractor. Nothing in this Agreement is to be interpreted as: creating the relationship of employer and employee between you and us or between you and any of our employees or agents; or creating a partnership or joint venture between you and us. We are responsible for any subcontractors we use in performing Services for you and we are solely responsible to pay those subcontractors. We may perform similar services for others during this Agreement and you agree that our representation of other government sector clients is not a conflict of interest.

2. *Compliance with Laws.* The parties agree to comply with all applicable local, state and federal laws and regulations during the term of this Agreement.

3. *Intellectual Property.* We retain all right, title, and interest in and to the processes, procedures, models, inventions, software, ideas, know-how, and any and all other patentable or copyrightable material used, developed, or reduced to practice in the performance of this Agreement.

4. *Waiver.* Either party's failure to insist upon strict performance of any provision of this Agreement are not to be construed as a waiver of that or any other of a party's rights under this Agreement at any later date or time.

5. *Force Majeure.* Neither party is liable for failing to perform its obligations hereunder (other than payment obligations) where performance is delayed or hindered by war, riots, embargoes, strikes or acts of its vendors or suppliers, accidents, acts of God, or any other event beyond its reasonable control.

6. *Counterparts.* This Agreement may be signed in separate counterparts including facsimile or electronically transmitted copies. Each counterpart (including facsimile or electronically transmitted copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.

7. *Assignment.* MuniServices may assign this Agreement, in whole or in part, without your consent to any corporation or entity into which or with which MuniServices has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of MuniServices; or any corporation or entity which acquires all or substantially all of the assets of MuniServices. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

8. *Public Release and Statements.* Neither you nor we nor each of our representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party, except as specifically provided by law. No party or its agent will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party's prior written approval. In addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.

9. *Entire Agreement.* This Agreement is the entire Agreement between us and you for the Service(s). This Agreement supersedes and replaces any prior Agreements, of whatever kind or nature, for the Service(s) Any prior Agreements, discussions, or representations not expressly set forth in this Agreement are of no force or effect. No additional terms, Purchase Order Terms and Conditions, or oral or written representations of any kind are of any force and effect unless in writing and signed with the same formality as this Agreement.

10. *No Oral Modification.* No modification of this Agreement is effective unless set forth in writing and signed with the same formality as this Agreement.

11. *Invalidity.* If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain valid, binding, and enforceable.

12. *Construction.* This Agreement is to be construed in accordance with the laws of the State of California without regard to its conflict of laws principals.

13. *Headings.* The section headings herein are for convenience and reference purposes only and are not to serve as a basis for construction or interpretation.

**Attachment 3
MuniServices Helpful Contacts**

Contact	Project Role	Phone	Email
Bret Harmon	Client Services Manager	559.271.6876	bret.harmon@muniservices.com
Doug Jensen	SVP Client Services	559.288.8943	doug.jensen@muniservices.com
Janis Varney	VP Misallocation - SUTA	559.271.3011	janis.varney@muniservices.com
Irene Reynolds	Client Relations Supervisor	559.271.6867	irene.reynolds.@muniservices.com
Gary Grace	UUT Production Manager	818. 661.5520	gjgrace@revds.com
Tim Hunter	Franchise Fee Manager	205.423.4170	tjhunter@revds.com
Mike Balliet	Waste Hauler Auditor	949.378.2205	MBalliet@cox.net
	Billing Department	757.321.2517	acctpay@portfoliorecovery.com
Francesco Mancia	VP Government Relations	559.288.7296	fran.mancia@muniservices.com
Brenda Narayan	Dir. Government Relations	916.261.5147	brenda.narayan@muniservices.com
Patricia A. Dunn	Contracts Manager	559.271.6852	patricia.dunn@muniservices.com

**OROVILLE CITY COUNCIL
STAFF REPORT**

**TO: MAYOR DAHLMEIER, COUNCIL MEMBERS AND
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: REIMBURSEMENT PROGRAM WITH PACIFIC GAS AND ELECTRIC
COMPANY RELATING TO VEGETATION REMOVAL AND NATURAL
GAS PIPELINE SAFETY**

DATE: OCTOBER 7, 2014

SUMMARY

The Council may consider a Reimbursement Program with Pacific Gas and Electric Company (PG&E) for the removal of trees that are within city-owned/franchise property directly above or impacting natural gas pipelines within the City of Oroville.

DISCUSSION

PG&E is working directly with City staff in the collaborative and cooperative effort regarding tree (vegetation) removal work and mitigation plan for trees located above the natural gas transmission pipeline on city-owned/franchise properties within the City. Through this collaborative and cooperative effort with the City, PG&E will be able to better maintain, inspect and continue safely operating our natural gas transmission pipeline within the City.

As we have discussed, certain tree and plant roots can damage underground gas facilities by impacting a pipeline's protective coating and exposing it to corrosion. Trees and plants growing near the facilities can also impede pipeline access for routine leak surveys, performing patrols to ensure safe operations and emergency response. Addressing these pipeline integrity threats and ensuring ready access to the area above the pipeline translates into enhanced safety for our city, our residents, and our employees.

The following is the Tree (Vegetation) Removal Scope of Work:

- All incompatible vegetation in the area above the pipeline on city-owned / franchise property will be removed by approved PG&E contractor crews.
- PG&E will work with the City to coordinate communications to residents living in close proximity to the removal work and other stakeholders, as needed.

- PG&E contractors will use care throughout the tree and vegetation removal process.

As we have discussed, the initial tree (vegetation) removal work is scheduled to begin in late October 2014. The City looks forward to working directly with PG&E personnel during this important pipeline safety work and to continuing to work together in the future on similar projects.

The following are the three reimbursement options regarding the tree (vegetation) removal work to be completed by approved PG&E contractor crews:

- PG&E can replant new trees at the City's prescribed locations at a 1:1 ratio.
- PG&E can provide replacement trees to the City at a ratio of 2:1 trees for non-protected trees removed and 3:1 trees for protected species, and the City can choose to plant the trees themselves.
- PG&E can provide monetary compensation for the trees removed at a ratio of 2:1 trees for non-protected trees removed and 3:1 trees for protected species. The total monetary compensation will be approximately \$34,250.00 if PG&E removes all of the trees identified as risks to the pipeline. The City can use the reimbursement funds at its discretion.

The City may receive up to \$34,250 for the tree (vegetation) removal work to be completed by approved PG&E contractor crews, and the City can use the reimbursement funds at its discretion to replace other trees within the City.

FISCAL IMPACT

No impact to the General Fund. Budget adjustments will ensure that the cost of replacement tree planting will be offset by funds collected by PG&E.

RECOMMENDATION

Approve the City's participation in the Reimbursement Program with Pacific Gas and Electric Company for the removal of trees that are within city-owned/franchise property directly above or impacting natural gas pipelines within the City of Oroville.

ATTACHMENT(S)

Encroachment Permit Application
Permit Work Locations
Letter from Joe Wilson PG&E dated September 17, 2014



**CITY OF OROVILLE
DEPARTMENT OF PUBLIC WORKS
ENCROACHMENT PERMIT**

PERMIT NO. _____

APPLICATION DATE 9-24-2014 INSPECTION DATE _____

LOCATION OF ENCROACHMENT City - Wide - see attached

Owner's Name City of Oroville
 Owner's Address 1735 Montgomery St.
 Applicant's Name Pacific Gas & Electric
 Status: Utility Company Property Owner Contractor
 Applicant's Address 6111 Bollinger Canyon Rd San Ramon, CA 94583

Contractor: _____
 Address _____
 City _____
 State Lic. # _____ Type _____
 City Lic. # _____ Exp. _____

CITY USE

PERMIT FEE
 Fee #1 \$ 100 / Fee #2 \$ _____ TOTAL \$ 100
 Cash Check Credit Card

- ENCROACHMENT REQUIREMENTS:**
- INSURANCE:** See reverse side for details
 - Contractor, Major Project - \$1,000,000 per occ
 - Contractor, Minor Project - \$500,000 per occ
 - EXCAVATION BOND - \$2,500**
 - CITY BUSINESS LICENSE**
 - TYPES:**
 - Street Obstruction
 - Street Repair
 - Sidewalk Construction
 - Paving
 - Sidewalk Infill
 - Sidewalk, Curb, Gutter
 - Underground Utility
 - Other: _____

PLANS ATTACHED
GEOTECHNICAL TESTING Yes No

CONDITIONS: SEE BELOW or SEE ATTACHED SHEET
30 locations throughout city. Plans attached.

CITY APPROVAL: _____

INITIAL INSPECTION APPROVAL:
 Site Materials Workmanship
 By _____ Date _____

REINSPECTION APPROVAL:
 Site Materials Workmanship
 By _____ Date _____

ENCROACHMENT TYPE:
 Temporary (3 Months Maximum) Permanent
TRAFFIC CONTROL DIAGRAM/PLAN Yes

DEPARTMENT OF SAFETY & HEALTH
 PERMIT #: _____

COMPETENT PERSON: Joey Perez (925) 270-9574

OSHA COMPLIANCE Yes No

SIGNATURE _____

PURPOSE: Removal of city street trees that are a risk concern to PG&E's natural gas transmission pipeline.

PROJECTED START DATE 10/13/2014

PROJECTED COMPLETION DATE 12/12/2014
 (PERMIT EXPIRES ON THIS DATE)

I, the undersigned applicant, shall defend, indemnify and hold harmless the City of Oroville and its officers, officials, employees and agents from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of myself, anyone directly or indirectly employed by me or anyone for whose acts I may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Oroville.

Furthermore, in acknowledging receipt of this permit, I hereby declare the work described by this permit to be done according to the CODE OF THE CITY OF OROVILLE, all applicable Ordinances and Sections thereof.

Applicant [Signature] Date 9-24-2014



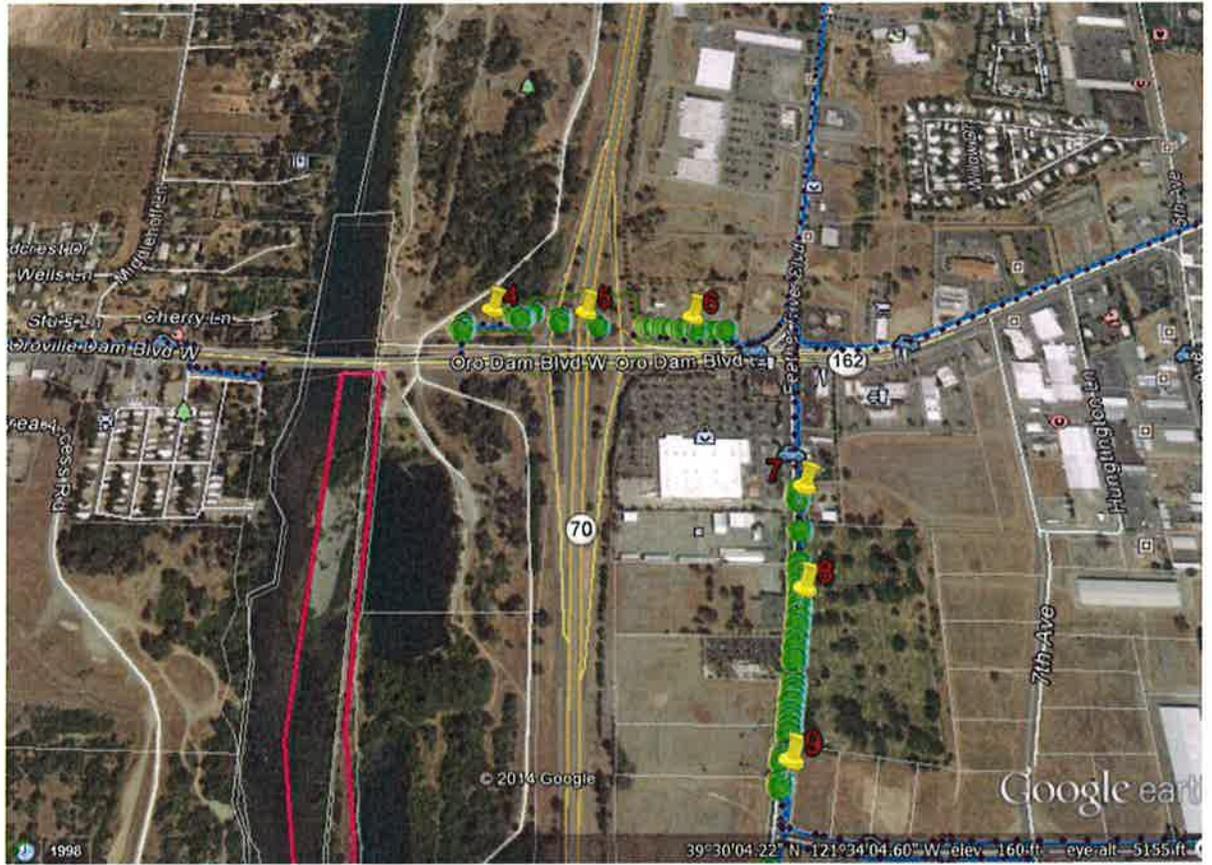
Oroville Permit Locations

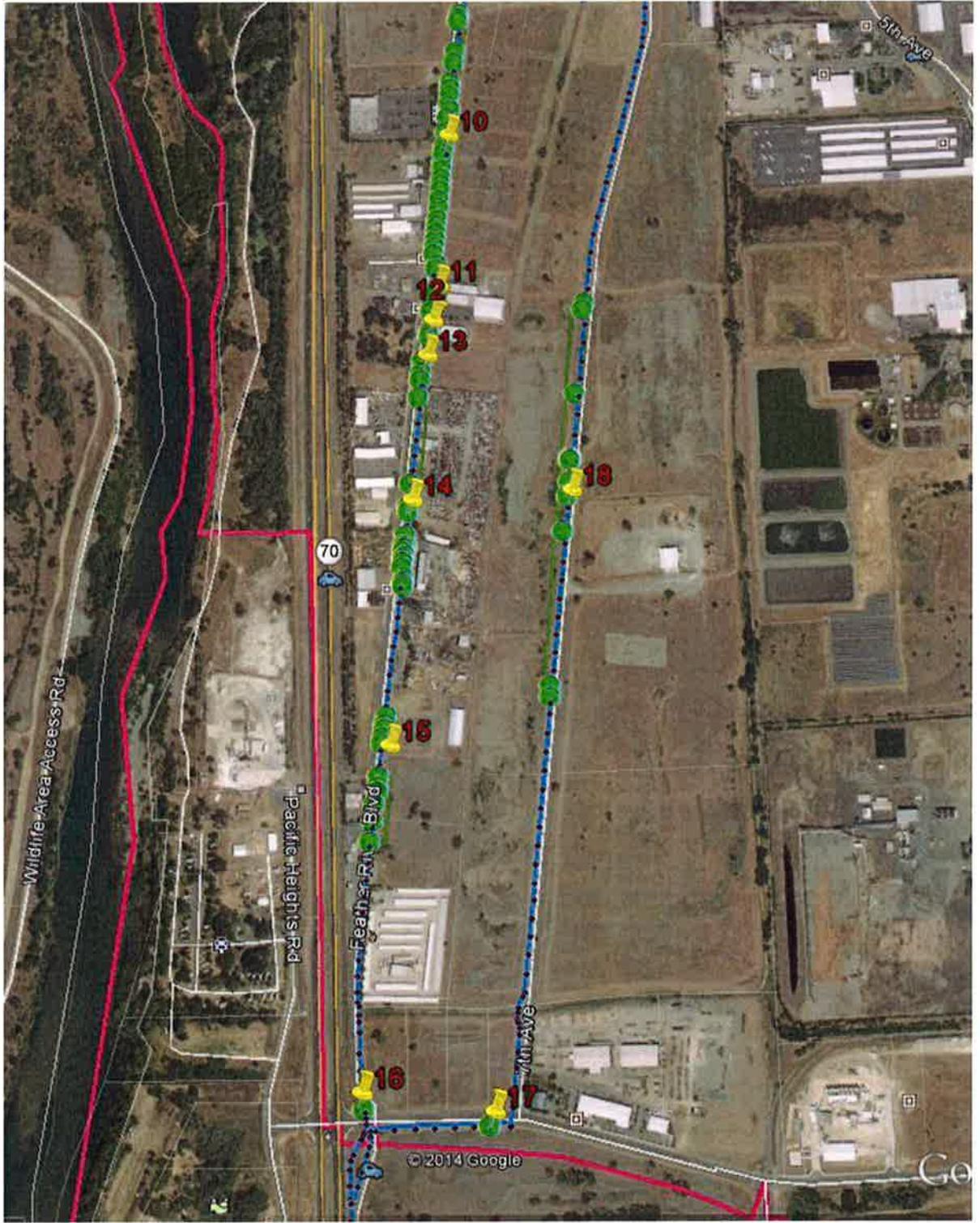
1. **RW_V_10153_14**: traffic control and partial lane closure. In front of 2700 Oro Dam Blvd W, Oroville, CA 95965. Trees on North and South side of road. Shoulder closure with minor lane encroachment
2. **RW_V_10194_14**: traffic control and partial lane closure. In front of 2700 Oro Dam Blvd W, Oroville, CA 95965. Trees on North and South side of road. Shoulder closure with minor lane encroachment
3. **RW_V_10667_14 and RW_V_10152_14**: traffic control and partial lane closure. Rt162 between Chuck Yeager Way and Larkin Rd. Trees on North and South side of road. Shoulder closure with minor lane encroachment
4. **RW_V_10146_14**: possible CALTRANS or park permits. Trail closures at southern portion of Riverbend Park near RT162
5. **RW_V_10668_14**: CALTRANS, on and off ramp work. Possible lane closure on west side. Can stage in grass on east side. Partial exit lane closures at RT162 and HWY70
6. **RW_V_10148_14**: can work from dirt area off road. Possible permit because of proximity to on ramp. Shoulder closure with minor lane encroachment in front of 350 Oro Dam Blvd.
7. **RW_V_10192_14**: Trees on east side of road in front of 2545 Feather River Blvd. Lane shift needed in front of 2545 Feather River Blvd.
8. **RW_V_10193_14**: lane closure and traffic control. In front of 2614 Feather River Blvd. Lane shift and possible complete road closure at times. Trees on east side of road.
9. **RW_V_10182_14**: May be able to work from dirt road to east of trees. South of 2614 Feather River Blvd. Lane shift needed.
10. **RW_V_10191_14**: lane shift and traffic control in front of 2710 Feather River Blvd
11. **RW_V_10190_14, RW_V_10189_14 and RW_V_10188_14**: can work from shoulder in front of 2775 Feather River Blvd. Shoulder work with minor encroachment.
12. **RW_V_10188_14**: can work from shoulder in front of 2775 Feather River Blvd. Shoulder work with minor encroachment.
13. **RW_V_10187_14**: can work from shoulder in front of 2775 Feather River Blvd. Shoulder work with minor encroachment.



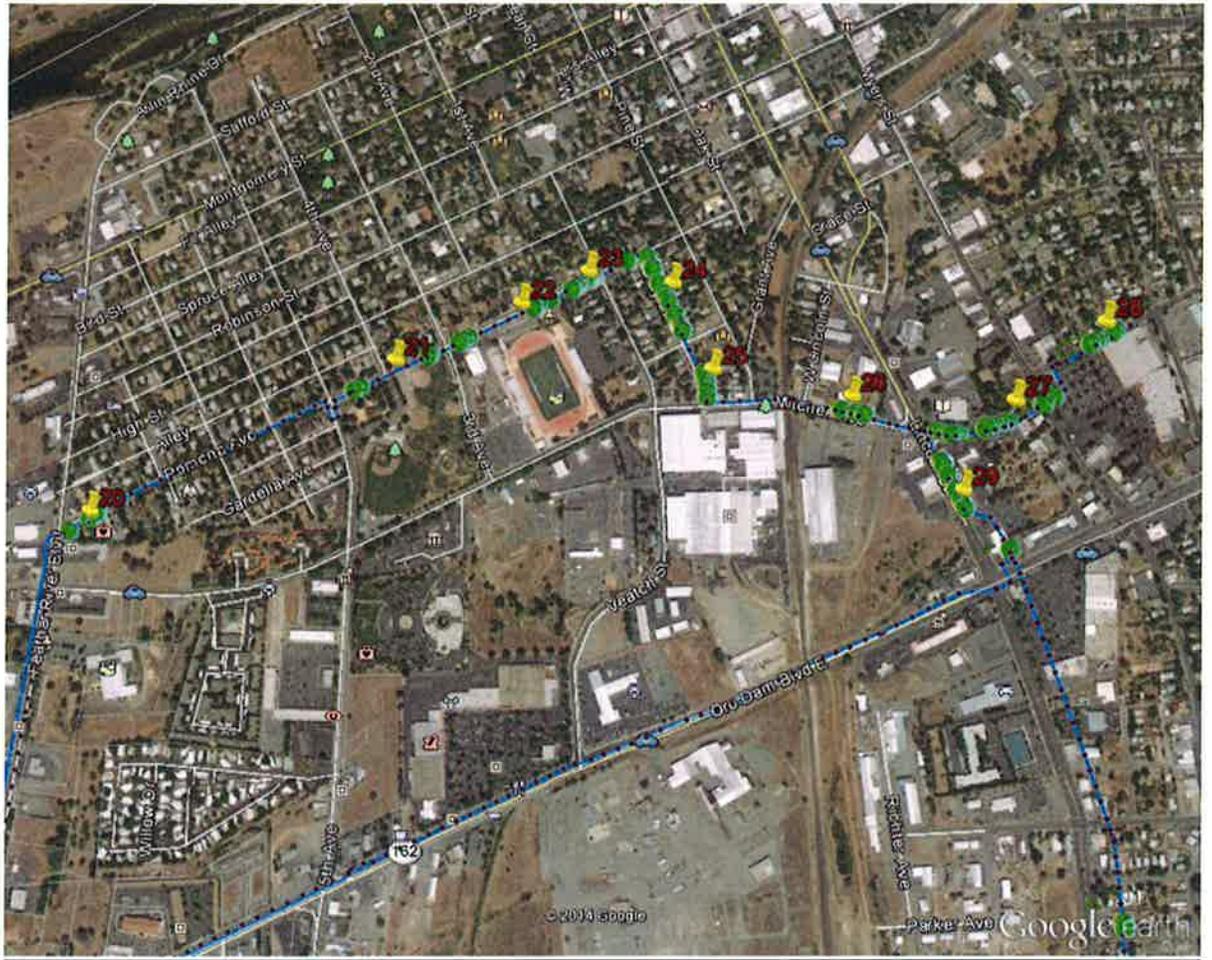
14. **RW_V_10186_14 and RW_V_10185_14:** partial lane closure. No parking signs needed for working from parking lot of 2815 Feather River Blvd
15. **RW_V_10180_14 and RW_V_10181_14:** partial lane closure and traffic control across from 2950 Feather River Blvd
16. **RW_V_10184_14:** traffic control and lane closure, busy intersection at the corner of Feather River Blvd and Georgia Pacific Way
17. **RW_V_10195_14:** traffic control and lane shift. Georgia Pacific Way and 7th Ave.
18. **RW_V_10195_14:** traffic control and lane shift in front of 3000 7th Ave.
19. **RW_V_10179_14 and RW_V_10178_14:** no parking signs in front of 655 Cal Oak Rd.
20. **RW_V_10145_14 and RW_V_10147_14:** partial sidewalk closure and no parking signs along Pomona Ave.
21. **RW_V_10149_14 and RW_V_10154_14:** partial sidewalk closure and no parking signs along Pomona Ave.
22. **RW_V_10155_14, RW_V_10150_14, RW_V_10151_14, and RW_V_10156_14:** partial sidewalk closure and no parking signs along Pomona Ave.
23. **RW_V_10157_14, RW_V_10158_14 and RW_V_10159_14:** partial sidewalk closure and no parking signs along Pomona Ave.
24. **RW_V_10160_14, RW_V_10161_14, RW_V_10162_14, RW_V_10163_14, RW_V_10164_14, and RW_V_10168_14:** partial sidewalk closure and no parking signs along Gray St.
25. **RW_V_10165_14, RW_V_10166_14, and RW_V_10167_14:** partial sidewalk closure and no parking signs along Gray St.
26. **RW_V_10169_14, RW_V_10170_14:** traffic control, lane shift and sidewalk closure in front of 1760 Mitchell Ave.
27. **RW_V_10171_14:** traffic control, lane shift and sidewalk closure in front of 1820 Mitchell Ave.
28. **RW_V_10172_14:** traffic control, lane shift and sidewalk closure in front of 2110 Mitchell Ave.
29. **RW_V_10174_14, RW_V_10173_14:** traffic control, lane shift and sidewalk closure in front of 2321 Lincoln St
30. **RW_V_10175_14, RW_V_10176_14, and RW_V_10177_14:** traffic control, lane shift and sidewalk closure along Lincoln St.













**Notes for Figure 6H-4 6H-4(CA) — Typical Application 4
Short Duration or Mobile Operation on a Shoulder**

Guidance:

1. In those situations where multiple work locations within a limited distance make it practical to place stationary signs, the distance between the advance warning sign and the work should not exceed 5 miles.
2. In those situations where the distance between the advance signs and the work is 2 miles to 5 miles, a Supplemental Distance plaque should be used with the ~~ROAD WORK AHEAD~~ SHOULDER WORK (W21-5) sign.

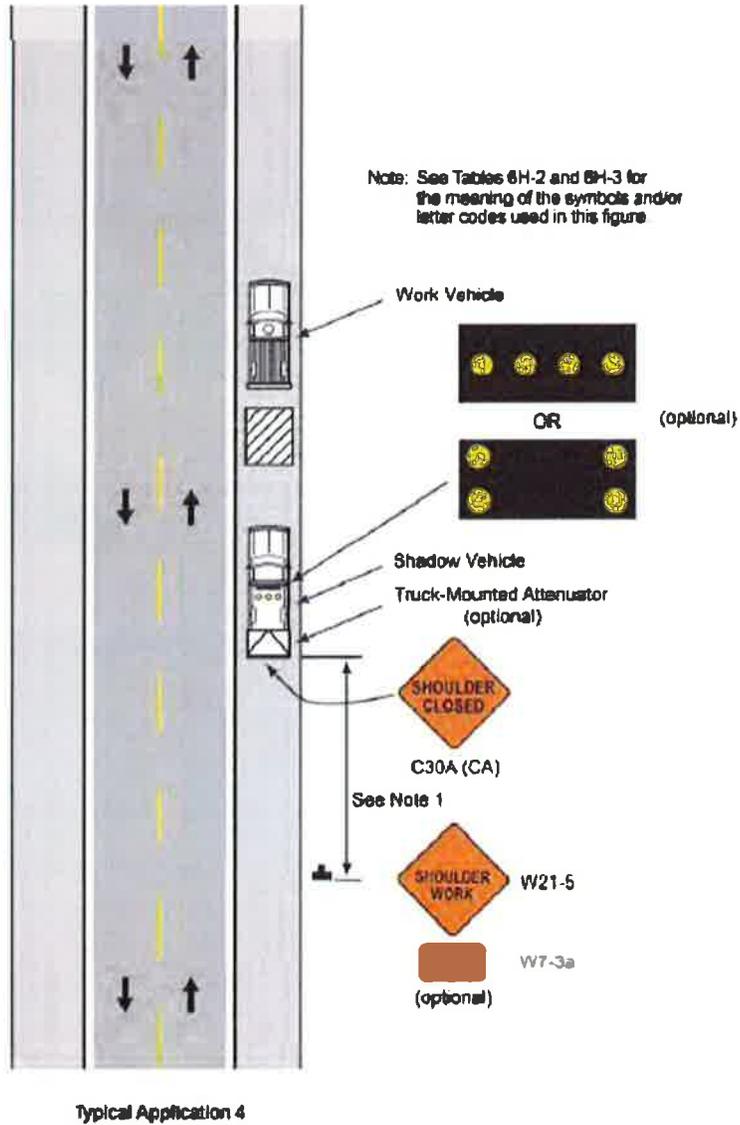
Option:

3. The ~~ROAD WORK NEXT XX MILES~~ sign may be used instead of the ~~ROAD WORK AHEAD~~ sign. Next Distance (W7-3a) plaque may be used with the SHOULDER WORK (W21-5) sign if the work locations occur over a distance of more than 2 miles.
4. Stationary warning signs may be omitted for short duration or mobile operations if the work vehicle displays high-intensity rotating, flashing, oscillating, or strobe lights.
5. Vehicle hazard warning signals may be used to supplement high-intensity rotating, flashing, oscillating, or strobe lights.

Standard:

6. Vehicle hazard warning signals shall not be used instead of the vehicle's high-intensity rotating, flashing, oscillating, or strobe lights.
7. If an arrow board is used for an operation on the shoulder, the caution mode shall be used.
8. Vehicle-mounted signs shall be mounted in a manner such that they are not obscured by equipment or supplies. Sign legends on vehicle-mounted signs shall be covered or turned from view when work is not in progress.

Figure 6H-4 (CA). Short-Duration or Mobile Operation on Shoulder (TA-4)





**Notes for Figure 6H-6--Typical Application 6
Shoulder Work with Minor Encroachment**

Guidance:

1. All lanes should be a minimum of 10 feet in width as measured to the near face of the channelizing devices.
2. The treatment shown should be used on a minor road having low speeds. For higher-speed traffic conditions, a lane closure should be used.

Option:

3. For short-term use on low-volume, low-speed roadways with vehicular traffic that does not include longer and wider heavy commercial vehicles, a minimum lane width of 9 feet may be used.
4. Where the opposite shoulder is suitable for carrying vehicular traffic and of adequate width, lanes may be shifted by use of closely-spaced channelizing devices, provided that the minimum lane width of 10 feet is maintained.
5. Additional advance warning may be appropriate, such as a ROAD NARROWS sign.
6. Temporary traffic barriers may be used along the work space.
7. The shadow vehicle may be omitted if a taper and channelizing devices are used.
8. A truck-mounted attenuator may be used on the shadow vehicle.
9. For short-duration work, the taper and channelizing devices may be omitted if a shadow vehicle with activated high-intensity rotating, flashing, oscillating, or strobe lights is used.
10. Vehicle hazard warning signals may be used to supplement high-intensity rotating, flashing, oscillating, or strobe lights.

Standard:

11. Vehicle-mounted signs shall be mounted in a manner such that they are not obscured by equipment or supplies. Sign legends on vehicle-mounted signs shall be covered or turned from view when work is not in progress.
12. Shadow and work vehicles shall display high-intensity rotating, flashing, oscillating, or strobe lights.
13. Vehicle hazard warning signals shall not be used instead of the vehicle's high-intensity rotating, flashing, oscillating, or strobe lights.
14. Note 3 shall not be applicable for State highways. Note #1 shall be used instead for State highways.



Figure 6H-6. Shoulder Work with Minor Encroachment (TA-6)

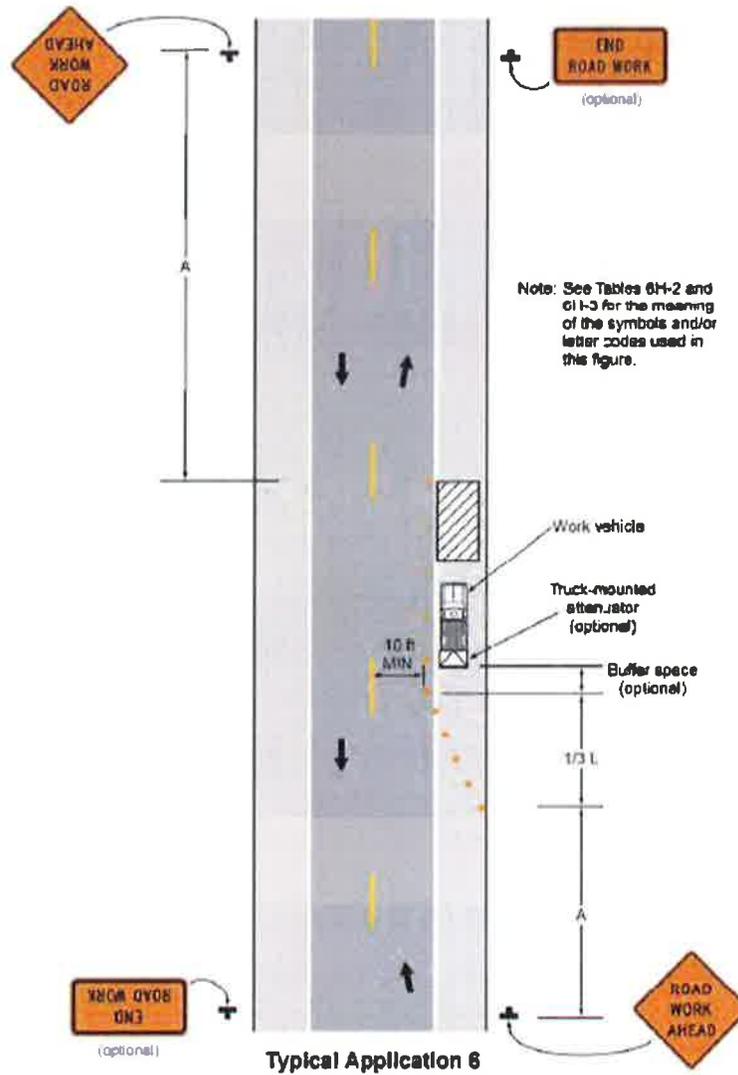
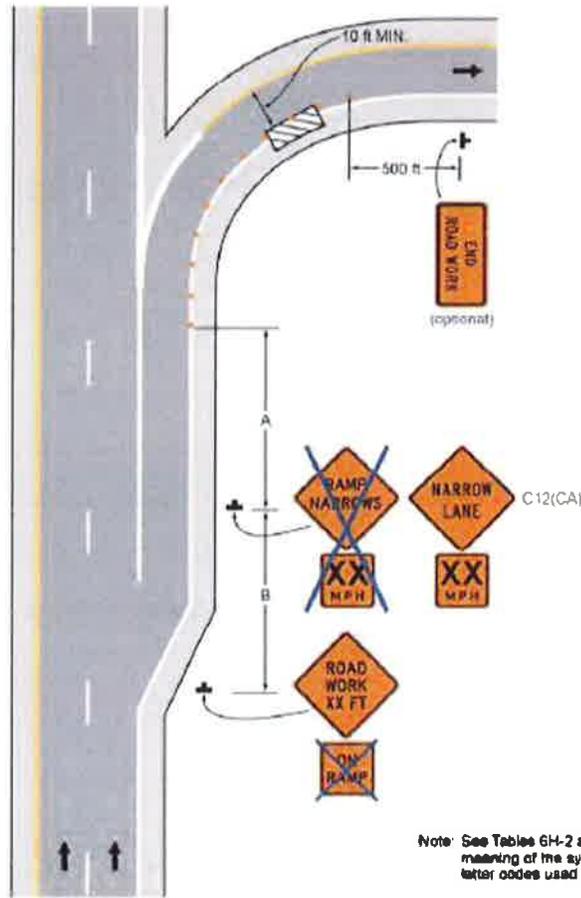




Figure 6H-43. Partial Exit Ramp Closure (TA-43)



Typical Application 43



**Notes for Figure 6H-42—Typical Application 42
Work in the Vicinity of an Exit Ramp**

Guidance:

- 1. The guide signs should indicate that the ramp is open, and where the temporary ramp is located. However, if the ramp is closed, guide signs should indicate that the ramp is closed.*
- 2. When the exit ramp is closed, a black on orange EXIT CLOSED sign panel should be placed diagonally across the interchange/intersection guide signs.*
- 3. The design criteria contained in the AASHTO "Policy on the Geometric Design of Highways and Streets" (see Section 1A.11) should be used for determining the alignment.*

Standard:

- 4. A temporary EXIT sign shall be located in the temporary gore. For better visibility, it shall be mounted a minimum of 7 feet from the pavement surface to the bottom of the sign.**

Option:

- 5. The temporary EXIT sign placed in the temporary gore may be either black on orange or white on green.**
- 6. An alternative procedure that may be used is to channelize exiting vehicular traffic onto the right-hand shoulder and close the lane as necessary.**

Standard:

- 7. An arrow board shall be used when a freeway lane is closed. When more than one freeway lane is closed, a separate arrow board shall be used for each closed lane.**

Option:

The Department of Transportation's Standard Plan T10, T10A and T14 may be used instead of this typical application.

Support:

See Section 1A.11 for information regarding this publication.



**Notes for Figure 6H-44—Typical Application 44
Work in the Vicinity of an Entrance Ramp**

Guidance:

1. An acceleration lane of sufficient length should be provided whenever possible as shown on the left diagram.

Standard:

2. For the information shown on the diagram on the right-hand side of the typical application, where inadequate acceleration distance exists for the temporary entrance, the YIELD sign shall be replaced with STOP signs (one on each side of the approach).

Guidance:

3. When used, the YIELD or STOP sign should be located so that ramp vehicular traffic has adequate sight distance of oncoming mainline vehicular traffic to select an acceptable gap in the mainline vehicular traffic flow, but should not be located so far forward that motorists will be encouraged to stop in the path of the mainline traffic. Also, a longer acceleration lane should be provided beyond the sign to reduce the gap size needed. If insufficient gaps are available, consideration should be given to closing the ramp.
4. Where STOP signs are used, a temporary stop line should be placed across the ramp at the desired stop location.
5. The mainline merging taper with the arrow board at its starting point should be located sufficiently in advance so that the arrow board is not confusing to drivers on the entrance ramp, and so that the mainline merging vehicular traffic from the lane closure has the opportunity to stabilize before encountering the vehicular traffic merging from the ramp.
6. If the ramp curves sharply to the right, warning signs with advisory speeds located in advance of the entrance terminal should be placed in pairs (one on each side of the ramp).

Option:

7. A Stop Beacon (see Section 4L.05) or a Type B high-intensity warning flasher with a red lens may be placed above the STOP sign.
8. Where the acceleration distance is significantly reduced, a supplemental plaque may be placed below the Yield Ahead sign reading NO MERGE AREA.

Standard:

9. An arrow board shall be used when a freeway lane is closed. When more than one freeway lane is closed, a separate arrow board shall be used for each closed lane.

Option:

The Department of Transportation's Standard Plan T10, T10A and T14 may be used instead of this typical application.

Support:

See Section 1A.11 for information regarding this publication.



**Notes for Figure 6H-105(CA)—Typical Application 105(CA)
Lane Shift on Road with Low Traffic Volumes**

Guidance:

1. *The lanes on either side of the center work space should have a minimum width of 10 feet as measured from the near edge of the channelizing devices to the edge of pavement or the outside edge of paved shoulder.*
2. *All advance warning signs should be placed so that the path of travel for bicycles is not blocked while maintaining visibility for road users.*

Standard:

3. **Workers in the roadway shall wear high-visibility safety apparel as described in Section 6D.03.**

Option:

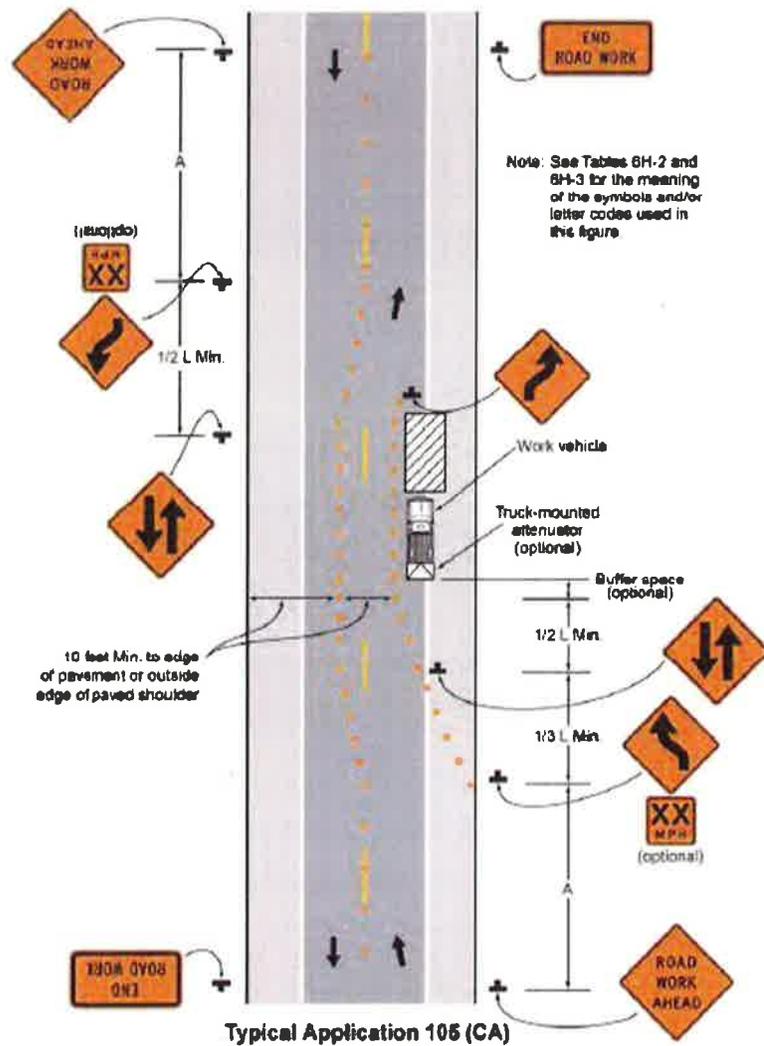
4. Flashing warning lights and/or flags may be used to call attention to the advance warning signs.
5. If the closure continues overnight, warning lights may be used on the channelizing devices.
6. A lane width of 9 feet may be used for short-term stationary work on low-volume, low-speed roadways when motor vehicle traffic does not include longer and wider heavy commercial vehicles.
7. A work vehicle displaying high-intensity rotating, flashing, oscillating, or strobe lights may be used instead of the channelizing devices forming the tapers or the high-level warning devices.
8. Vehicle hazard warning signals may be used to supplement high-intensity rotating, flashing, oscillating, or strobe lights.

Standard:

9. **Vehicle hazard warning signals shall not be used instead of the vehicle's high-intensity rotating, flashing, oscillating, or strobe lights.**
10. **Notes 6 and 7 shall not be applicable for State highways. Note #1 shall be used instead for State highways**



Figure 6H-105 (CA). Lane Shift on Road With Low Traffic Volumes (TA-105 (CA))





**CITY OF OROVILLE
DEPARTMENT OF PUBLIC WORKS
ENCROACHMENT PERMIT**

PERMIT NO. _____

APPLICATION DATE 9-24-2014 INSPECTION DATE _____

LOCATION OF ENCROACHMENT City - Wide - see attached

Owner's Name City of Oroville
 Owner's Address 1735 Montgomery St.
 Applicant's Name Pacific Gas & Electric
 Status: Utility Company Property Owner Contractor
 Applicant's Address 6111 Bollinger Canyon Rd San Ramon, CA 94583

Contractor: _____
 Address _____
 City _____
 State Lic. # _____ Type _____
 City Lic. # _____ Exp. _____

CITY USE
PERMIT FEE
 Fee #1 \$ 100 / Fee #2 \$ _____ TOTAL \$ 100
 Cash Check Credit Card

ENCROACHMENT REQUIREMENTS:
INSURANCE: See reverse side for details
 Contractor, Major Project - \$1,000,000 per occ
 Contractor, Minor Project - \$500,000 per occ
EXCAVATION BOND - \$2,500
CITY BUSINESS LICENSE
TYPES:
 Street Obstruction
 Street Repair
 Sidewalk Construction
 Paving
 Sidewalk Infill
 Sidewalk, Curb, Gutter
 Underground Utility
 Other: _____

PLANS ATTACHED
GEOTECHNICAL TESTING Yes No

CONDITIONS: SEE BELOW or SEE ATTACHED SHEET
30 locations throughout city. Plans attached.

CITY APPROVAL: _____

INITIAL INSPECTION APPROVAL:
 Site Materials Workmanship
 By _____ Date _____

REINSPECTION APPROVAL:
 Site Materials Workmanship
 By _____ Date _____

ENCROACHMENT TYPE:
 Temporary (3 Months Maximum) Permanent
TRAFFIC CONTROL DIAGRAM/PLAN Yes

DEPARTMENT OF SAFETY & HEALTH PERMIT #: _____

COMPETENT PERSON: Joey Perez (925) 270-9574

OSHA COMPLIANCE Yes No

SIGNATURE _____

PURPOSE: Removal of city street trees that are a risk concern to PG&E's natural gas transmission pipeline.

PROJECTED START DATE 10/13/2014

PROJECTED COMPLETION DATE 12/12/2014
 (PERMIT EXPIRES ON THIS DATE)

I, the undersigned applicant, shall defend, indemnify and hold harmless the City of Oroville and its officers, officials, employees and agents from and against all claims, damages, losses, and expenses, including attorney fees, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of myself, anyone directly or indirectly employed by me or anyone for whose acts I may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Oroville.

Furthermore, in acknowledging receipt of this permit, I hereby declare the work described by this permit to be done according to the CODE OF THE CITY OF OROVILLE, all applicable Ordinances and Sections thereof.

Applicant [Signature] Date 9-24-2014



**Pacific Gas and
Electric Company**

Pacific Gas and Electric Company
Land & Environmental Management
6111 Bollinger Rd, 3rd Floor
San Ramon, CA 94583

September 17, 2014

Randy Murphy
City Administrator
City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897

RE: Vegetation removal and restoration plan for franchise properties within the City of Oroville

Dear Mr. Murphy:

We want to thank you and other members of the city staff for your cooperation in our recent meetings to discuss the vegetation removal work and mitigation plan for trees located above the natural gas transmission pipeline on city-owned/franchise properties within the City of Oroville. It is thanks to your cooperation that PG&E will be able to better maintain, inspect and continue safely operating our natural gas transmission pipeline.

As we have discussed, certain tree and plant roots can damage underground gas facilities by impacting a pipeline's protective coating and exposing it to corrosion. Trees and plants growing near the facilities can also impede pipeline access for routine leak surveys, performing patrols to ensure safe operations and emergency response. Addressing these pipeline integrity threats and ensuring ready access to the area above the pipeline translates into enhanced safety for your city, your residents, and our employees.

This letter shall serve as confirmation that PG&E and the City have agreed to the following actions. Please note the removal and restoration work specified below will be conducted at no cost to the City.

Vegetation Removal Work

- All incompatible vegetation in the area above the pipeline on city-owned/franchise property will be removed by approved PG&E contractor crews.
- PG&E will work with the City to coordinate communications to residents living in close proximity to the removal work and other stakeholders, as needed.
- PG&E contractors will use care throughout the tree and vegetation removal process.

Restoration and Tree Replacement

PG&E will provide tree replacement according to the following plan selected by the City:

- PG&E will make a donation to the City for restoration, tree replacement, or other uses at the City's discretion.
- This donation will be based on the equivalent monetary value of a 15-gallon tree, at a ratio of 2:1 for all "non-protected" trees removed, and at a ratio of 3:1 for all "protected" trees removed as defined by the City of Oroville Tree Ordinance.
- PG&E will not be responsible for planting trees.

As we have discussed, the initial vegetation removal work is scheduled to begin in late October 2014. If you have any question, please feel free to call me directly at the number below. Thank

you again for your cooperation during this important pipeline safety work. We look forward to continuing to work together.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Wilson". The signature is written in a cursive style with a large initial "J" and "W".

Joe Wilson
Government Relations Specialist
Pacific Gas and Electric Company
Phone: 530-896-8199
Email: joe.wilson@pge.com

**OROVILLE CITY COUNCIL
STAFF REPORT**

**TO: MAYOR DAHLMEIER, COUNCIL MEMBERS AND
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
LUIS A. TOPETE, ASSOCIATE PLANNER (530) 538-2408
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: DIRECTION REQUEST FOR THE INITIATION OF PROCEEDINGS FOR
THE ANNEXATION OF SOUTH OROVILLE AND OTHER
UNINCORPORATED AREAS**

DATE: OCTOBER 7, 2014

SUMMARY

The Council may consider formally resolving the City's intent to pursue the annexation of South Oroville and other unincorporated County properties by directing staff to bring back resolutions for the initiation of application by the City of Oroville for the annexation proposals outlined in this report.

BACKGROUND

The annexation of the Southside (South Oroville) community has been a topic of discussion for many years. On March 29, 2011, the Oroville City Council and staff members participated in a general workshop to discuss the update of the current Sphere of Influence (SOI), the various "island" annexations, and prioritizing future annexation areas throughout the City of Oroville SOI. The end result of this effort in 2011 was an annexation strategy which includes three phases: (1) annexation of all existing unincorporated islands that are "substantially" surrounded by the City of Oroville; (2) update the City's SOI; and (3) commence the appropriate steps for the prudent annexation of South Oroville.

At their April 5, 2011 meeting, the City Council directed staff to initiate the island annexations in coordination with the Butte Local Agency Formation Commission (LAFCo). At their November 15, 2011 meeting, the City Council adopted Resolution No. 7809 authorizing the initiation of application by the City of Oroville requesting the Butte LAFCo take proceedings for the annexation of the specified island areas (7 total). In August of 2012, six of the seven island annexations were approved and phase one of the City's annexation strategy was substantially completed.

At their April 17, 2012 meeting, the City Council adopted Resolution No. 7917 authorizing the initiation of application by the City of Oroville requesting the Butte LAFCo initiate proceedings for the update to the City's SOI. As part of the process, the

City, County, and Butte LAFCo representatives met and conferred regarding the proposed SOI update pursuant to California Government Code Section 56425 on March 20, 2012. On June 29, 2012, Butte LAFCo accepted an application and a \$20,000 deposit to process the City of Oroville's update of the SOI which is still currently underway as part of phase two of the City's annexation strategy.

DISCUSSION

The City of Oroville believes its South Oroville neighbor is an informal community of the City and the prudent annexation of the community is necessary and desirable. It is the responsibility of the City on behalf of its constituents, both future and present, to ensure all aspects encompassing any annexation are thoroughly considered, from resident sentiments to the financial sustainability of all decisions made, to ensure the City can provide a level of service which residents expect and deserve. The City has met with Butte LAFCo, County, and South Oroville representatives to discuss the specific annexation areas and other issues related to the annexation process of South Oroville. The City and County have participated in the preparation and development of an annexation study "*South Oroville Areas A & B Annexation Study*" for the purpose of understanding the boundaries of the study areas and the fiscal impacts to both jurisdictions.

On September 30, 2014, the City Council Annexation Sub-Committee and the County Board of Supervisors Annexation Sub-Committee met to discuss the annexation of South Oroville. The end result of the meeting was a concerted agreement that the following actions should be presented to the City Council and County Board of Supervisors to cooperatively proceed with the annexation of South Oroville as a mutually beneficial course of action:

- Adoption by the City Council of a resolution authorizing the initiation of application by the City of Oroville requesting the Butte LAFCo to take proceedings for the annexation of South Oroville referred to as "Area – A" (Attachment A); and
- Adoption by the County Board of Supervisors of a resolution agreeing to pay for the Butte LAFCo processing fees (the full cost payment of Butte LAFCo staff time and materials to fully process the annexation request) associated with the City of Oroville's application for the annexation of South Oroville referred to as "Area – A"; and

The above actions are believed to be a genuine solution to a successful annexation of South Oroville that will lead to a desirable outcome for the South Oroville community. Additional discussion at the aforementioned September 30, 2014 meeting included the City's requested support of the County for future annexation goals of the City to be done over a period of time in a logical and systematic approach, which includes the following areas:

- South Oroville "Area – B" (**Attachment B**)

- Pacific Heights (**Attachment C**)
- El Medio (**Attachment D**)
- Garden Drive (**Attachment E**)

ENVIRONMENTAL REVIEW

Any application submitted to Butte LAFCo for the initiation of application for the annexation of unincorporated lands will require the appropriate level of environmental review in accordance with the California Environmental Quality Act (CEQA).

FISCAL IMPACT

In the spirit of cooperation, it is the intention of the City to request that Butte County pay for the Butte LAFCo processing fees (the full cost payment of Butte LAFCo staff time and materials to fully process the annexation request) associated with the City of Oroville's application for the annexation of South Oroville referred to as "Area – A". City will be responsible for all applicable fees associated with the applications for the annexation of South Oroville referred to as "Area – B" and all other future annexation applications.

RECOMMENDATION

1. Adopt Resolution No. 8273 – A RESOLUTION OF INTENT OF THE OROVILLE CITY COUNCIL DIRECTING STAFF TO BRING BACK A RESOLUTION OF AUTHORIZATION FOR THE INITIATION OF APPLICATION BY THE CITY OF OROVILLE REQUESTING THE BUTTE COUNTY LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR THE ANNEXATION OF SOUTH OROVILLE "AREA – A".
2. Adopt Resolution No. 8274 – A RESOLUTION OF INTENT OF THE OROVILLE CITY COUNCIL DIRECTING STAFF TO BRING BACK A RESOLUTION OF AUTHORIZATION FOR THE INITIATION OF APPLICATION BY THE CITY OF OROVILLE REQUESTING THE BUTTE COUNTY LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR THE ANNEXATION OF SOUTH OROVILLE "AREA – B".
3. Adopt Resolution No. 8275 – A RESOLUTION OF INTENT OF THE OROVILLE CITY COUNCIL DIRECTING STAFF TO BRING BACK A RESOLUTION OF AUTHORIZATION FOR THE INITIATION OF APPLICATION BY THE CITY OF OROVILLE REQUESTING THE BUTTE COUNTY LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR THE ANNEXATION OF THE PACIFIC HEIGHTS AREA.
4. Adopt Resolution No. 8276 – A RESOLUTION OF INTENT OF THE OROVILLE CITY COUNCIL DIRECTING STAFF TO BRING BACK A RESOLUTION OF AUTHORIZATION FOR THE INITIATION OF APPLICATION BY THE CITY OF

OROVILLE REQUESTING THE BUTTE COUNTY LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR THE ANNEXATION OF THE GARDEN DRIVE AREA.

5. Adopt Resolution No. 8277 – A RESOLUTION OF INTENT OF THE OROVILLE CITY COUNCIL DIRECTING STAFF TO BRING BACK A RESOLUTION OF AUTHORIZATION FOR THE INITIATION OF APPLICATION BY THE CITY OF OROVILLE REQUESTING THE BUTTE COUNTY LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR THE ANNEXATION OF EL MEDIO FIRE PROTECTION DISTRICT AREA.

ATTACHMENTS

- A – Resolution No. 8273
- B – Resolution No. 8274
- C – Resolution No. 8275
- D – Resolution No. 8276
- E – Resolution No. 8277

EXHIBIT - A

CITY OF OROVILLE RESOLUTION NO. 8273

A RESOLUTION OF INTENT OF THE OROVILLE CITY COUNCIL DIRECTING STAFF TO BRING BACK A RESOLUTION OF AUTHORIZATION FOR THE INITIATION OF APPLICATION BY THE CITY OF OROVILLE REQUESTING THE BUTTE COUNTY LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR THE ANNEXATION OF SOUTH OROVILLE "AREA - A"

WHEREAS, Government Code Section 56375(a) requires the approval of the Local Agency Formation Commission (LAFCo) for the annexation of properties within the County's jurisdiction into the City's boundaries; and

WHEREAS, the City and County have participated in the preparation and development of an annexation study "*South Oroville Areas A & B Annexation Study*" for the purpose of understanding the boundaries of the study area(s) and the fiscal impacts to both jurisdictions; and

WHEREAS, the City of Oroville desires to initiate proceedings pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, commencing with §5600 of the California Government Code, for the annexation of the properties identified as South Oroville "Area -A" (**Exhibit - A**); and

WHEREAS, the annexation of South Oroville "Area -A" to the City, as proposed, is consistent in all respects with the Sphere of Influence adopted by Butte LAFCo for the City of Oroville pursuant to California Government Code Section 56425; and

WHEREAS, on September 30, 2014, the City Council Annexation Sub-Committee and the County Board of Supervisors Annexation Sub-Committee met to discuss the annexation of South Oroville and reached a concerted agreement that the following actions should be presented to the City Council and County Board of Supervisors to cooperatively proceed with the annexation of South Oroville as a mutually beneficial course of action:

- Adoption by the City Council of a resolution authorizing the initiation of application by the City of Oroville requesting the Butte LAFCo to take proceedings for the annexation of South Oroville "Area - A";
- Adoption by the County Board of Supervisors of a resolution agreeing to pay for the Butte LAFCo processing fees (the full cost payment of Butte LAFCo staff time and materials to fully process the annexation request) associated with the City of Oroville's application for the annexation of South Oroville "Area - A";
- An agreement between the City and County specifying the provision of mutual aid for code enforcement and public safety services to the South Oroville community as agreed upon between both agencies; and

WHEREAS, in the event Butte County does not agree to pay the Butte LAFCo processing fees associated with the City of Oroville's application for the annexation of South Oroville "Area – A", the City is prepared to pay for all applicable fees; and

WHEREAS, in accordance with the City's desire to formally incorporate its South Oroville neighbor into the City of Oroville jurisdiction, this formal resolution of the City's intent to pursue the annexation of South Oroville "Area – A" has been prepared.

NOW, THEREFORE, BE IT RESOLVED BY THE OROVILLE CITY COUNCIL AS FOLLOWS:

1. The City Council of the City of Oroville hereby formally resolves its intention to pursue annexation of South Oroville "Area – A" through collaboration with the County, Butte LAFCo, residents of Oroville and the South Oroville community, and other service-providing agencies.
2. The City Council of the City of Oroville hereby directs staff to bring back a resolution of authorization for the initiation of application by the City of Oroville requesting the Butte LAFCo to take proceedings for the annexation of South Oroville "Area-A".
3. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on October 7, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Randy Murphy, City Clerk

Exhibits

A – Map of South Oroville “Area – A”

Exhibit A: Area - A

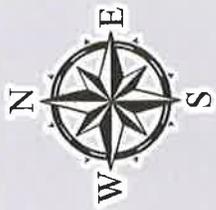


EXHIBIT - B

CITY OF OROVILLE RESOLUTION NO. 8274

A RESOLUTION OF INTENT OF THE OROVILLE CITY COUNCIL DIRECTING STAFF TO BRING BACK A RESOLUTION OF AUTHORIZATION FOR THE INITIATION OF APPLICATION BY THE CITY OF OROVILLE REQUESTING THE BUTTE COUNTY LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR THE ANNEXATION OF SOUTH OROVILLE "AREA - B"

WHEREAS, Government Code Section 56375(a) requires the approval of the Local Agency Formation Commission (LAFCo) for the annexation of properties within the County's jurisdiction into the City's boundaries; and

WHEREAS, the City and County have participated in the preparation and development of an annexation study "*South Oroville Areas A & B Annexation Study*" for the purpose of understanding the boundaries of the study area(s) and the fiscal impacts to both jurisdictions; and

WHEREAS, the City of Oroville desires to initiate proceedings pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, commencing with §56000 of the California Government Code, for the annexation of the properties identified as South Oroville "Area -B" (**Exhibit - A**); and

WHEREAS, the annexation of South Oroville "Area - B" to the City, as proposed, is consistent in all respects with the Sphere of Influence adopted by Butte LAFCo for the City of Oroville pursuant to California Government Code Section 56425; and

WHEREAS, on September 30, 2014, the City Council Annexation Sub-Committee and the County Board of Supervisors Annexation Sub-Committee met to discuss the annexation of South Oroville. At the meeting the City requested support of the County for the future annexation goals of the City which includes the annexation of South Oroville "Area - B"; and

WHEREAS, in accordance with the City's desire to formally incorporate its South Oroville neighbor into the City of Oroville jurisdiction, this formal resolution of the City's intent to pursue the annexation of South Oroville "Area - B" has been prepared.

NOW, THEREFORE, BE IT RESOLVED BY THE OROVILLE CITY COUNCIL AS FOLLOWS:

1. The City Council of the City of Oroville hereby formally resolves its intention to pursue annexation of South Oroville "Area - B" through collaboration with the County, Butte LAFCo, residents of Oroville and the South Oroville community, and other service-providing agencies.
2. The City Council of the City of Oroville hereby directs staff to bring back a resolution

of authorization for the initiation of application by the City of Oroville requesting the Butte LAFCo to take proceedings for the annexation of South Oroville "Area-B".

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

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on October 7, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

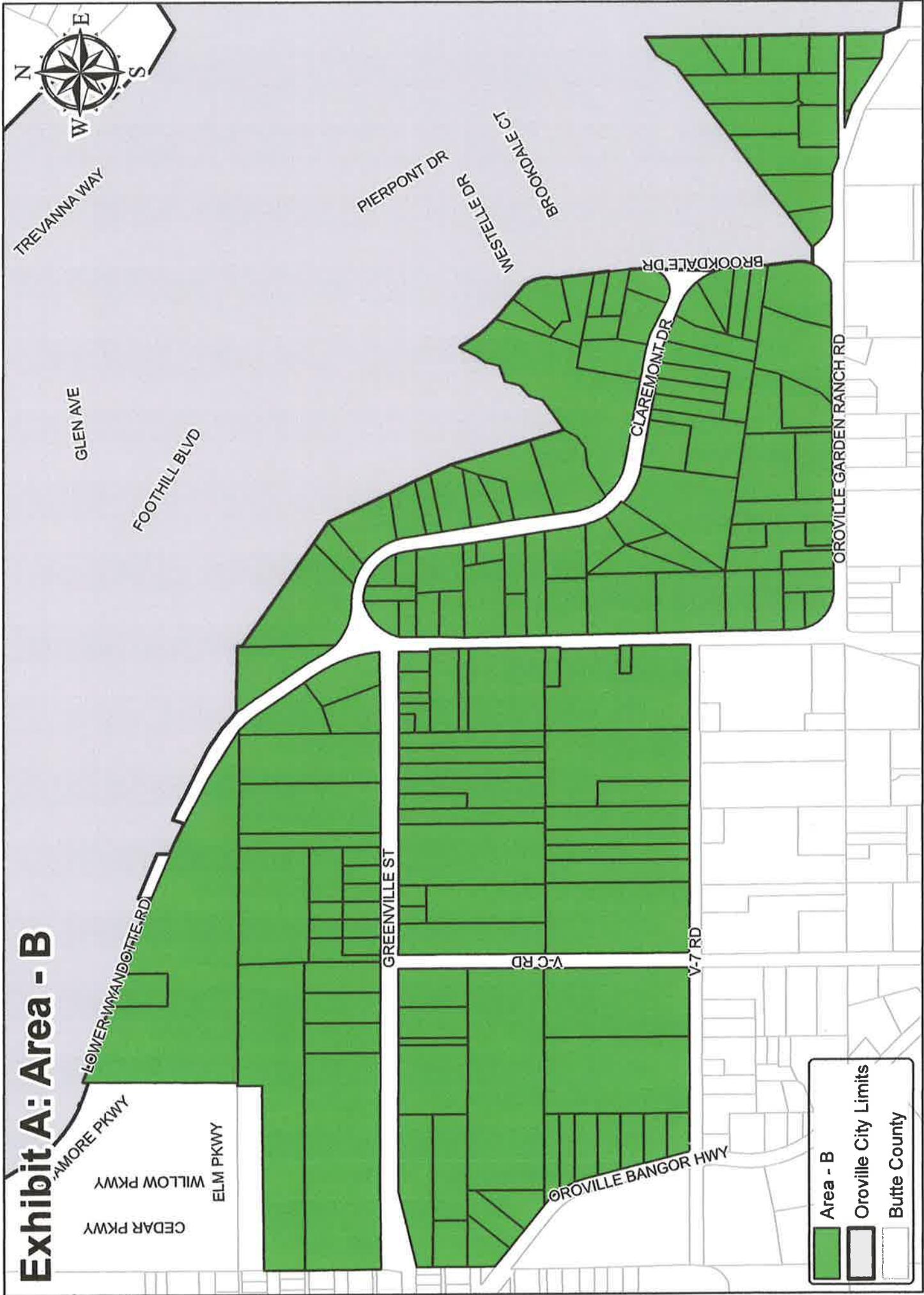
Scott E. Huber, City Attorney

Randy Murphy, City Clerk

Exhibits

A – Map of South Oroville "Area – B"

Exhibit A: Area - B



	Area - B
	Oroville City Limits
	Butte County



0 0.1 0.2 0.4 0.6 Miles

EXHIBIT - C

CITY OF OROVILLE RESOLUTION NO. 8275

A RESOLUTION OF INTENT OF THE OROVILLE CITY COUNCIL DIRECTING STAFF TO BRING BACK A RESOLUTION OF AUTHORIZATION FOR THE INITIATION OF APPLICATION BY THE CITY OF OROVILLE REQUESTING THE BUTTE COUNTY LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR THE ANNEXATION OF THE PACIFIC HEIGHTS AREA

WHEREAS, Government Code Section 56375(a) requires the approval of the Local Agency Formation Commission (LAFCo) for the annexation of properties within the County's jurisdiction into the City's boundaries; and

WHEREAS, the City of Oroville desires to initiate proceedings pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, commencing with §56000 of the California Government Code, for the annexation of the properties identified as the Pacific Heights area (**Exhibit - A**); and

WHEREAS, the annexation of the Pacific Heights area to the City, as proposed, is consistent in all respects with the Sphere of Influence adopted by Butte LAFCo for the City of Oroville pursuant to California Government Code Section 56425; and

WHEREAS, on September 30, 2014, the City Council Annexation Sub-Committee and the County Board of Supervisors Annexation Sub-Committee met to discuss the annexation of South Oroville. At the meeting the City requested support of the County for the future annexation goals of the City which includes the annexation of the Pacific Heights area; and

WHEREAS, in accordance with the City's desire to formally incorporate the Pacific Heights area into the City of Oroville jurisdiction, this formal resolution of the City's intent to pursue the annexation of the Pacific Heights area has been prepared.

NOW, THEREFORE, BE IT RESOLVED BY THE OROVILLE CITY COUNCIL AS FOLLOWS:

1. The City Council of the City of Oroville hereby formally resolves its intention to pursue annexation of the Pacific Heights area through collaboration with the County, Butte LAFCo, property owners of the Pacific Heights area, and other service-providing agencies.
2. The City Council of the City of Oroville hereby directs staff to bring back a resolution of authorization for the initiation of application by the City of Oroville requesting the Butte LAFCo to take proceedings for the annexation of the Pacific Heights area.
3. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on October 7, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Randy Murphy, City Clerk

Exhibits

A – Map of the Pacific Heights Area

Exhibit A: Pacific Heights

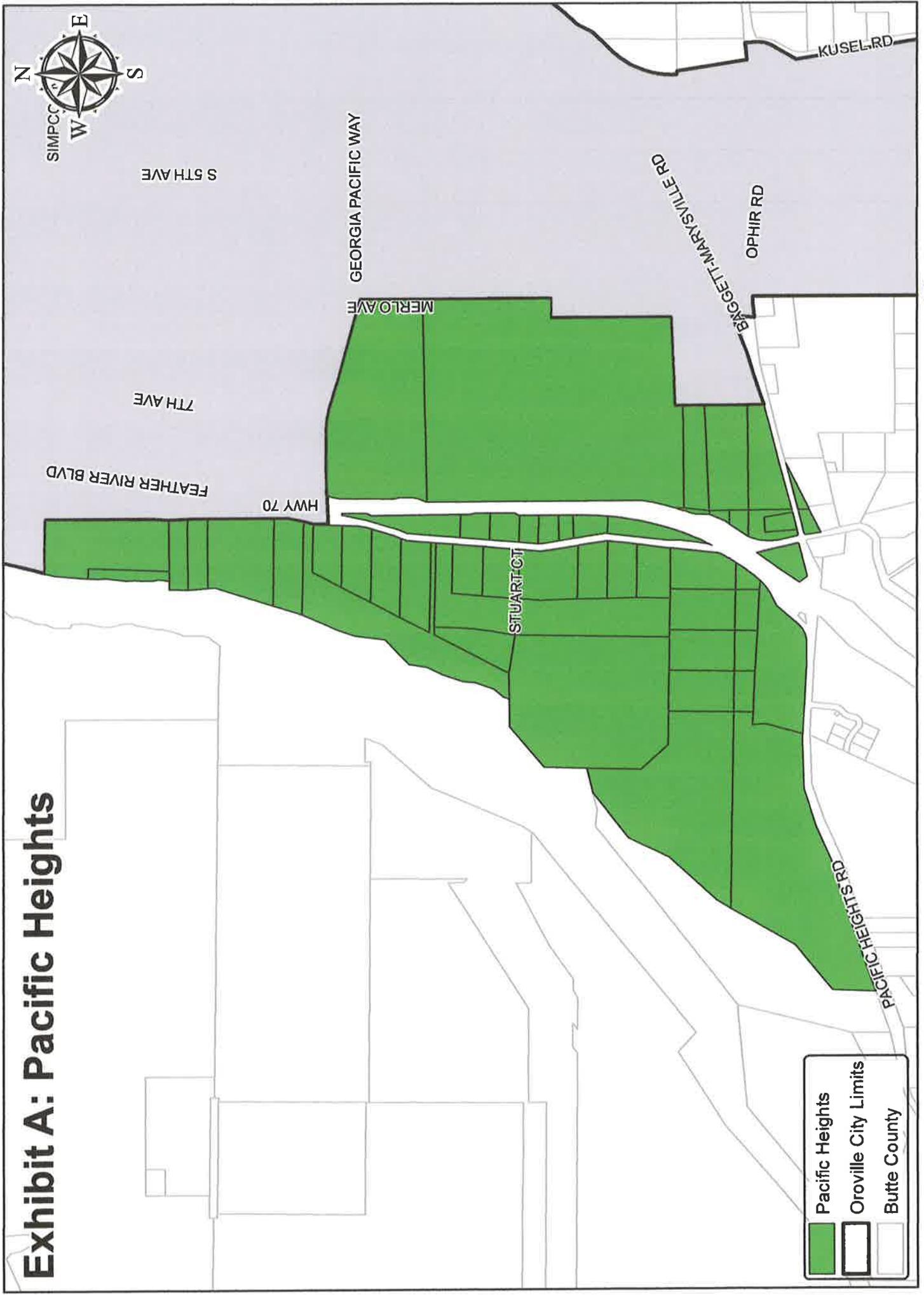


EXHIBIT D

CITY OF OROVILLE RESOLUTION NO. 8276

A RESOLUTION OF INTENT OF THE OROVILLE CITY COUNCIL DIRECTING STAFF TO BRING BACK A RESOLUTION OF AUTHORIZATION FOR THE INITIATION OF APPLICATION BY THE CITY OF OROVILLE REQUESTING THE BUTTE COUNTY LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR THE ANNEXATION OF THE GARDEN DRIVE AREA

WHEREAS, Government Code Section 56375(a) requires the approval of the Local Agency Formation Commission (LAFCo) for the annexation of properties within the County's jurisdiction into the City's boundaries; and

WHEREAS, the City of Oroville desires to initiate proceedings pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, commencing with §56000 of the California Government Code, for the annexation of the properties identified as the Garden Drive area (**Exhibit - A**); and

WHEREAS, the annexation of the Garden Drive area to the City, as proposed, is consistent in all respects with the Sphere of Influence adopted by Butte LAFCo for the City of Oroville pursuant to California Government Code Section 56425; and

WHEREAS, on September 30, 2014, the City Council Annexation Sub-Committee and the County Board of Supervisors Annexation Sub-Committee met to discuss the annexation of South Oroville. At the meeting the City requested support of the County for the future annexation goals of the City which includes the annexation of the Garden Drive area; and

WHEREAS, in accordance with the City's desire to formally incorporate the Garden Drive area into the City of Oroville jurisdiction, this formal resolution of the City's intent to pursue the annexation of the Pacific Heights area has been prepared.

NOW, THEREFORE, BE IT RESOLVED BY THE OROVILLE CITY COUNCIL AS FOLLOWS:

1. The City Council of the City of Oroville hereby formally resolves its intention to pursue annexation of the Garden Drive area through collaboration with the County, Butte LAFCo, property owners and residents of the Garden Drive area, and other service-providing agencies.
2. The City Council of the City of Oroville hereby directs staff to bring back a resolution of authorization for the initiation of application by the City of Oroville requesting the Butte LAFCo to take proceedings for the annexation of the Garden Drive area.
3. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on October 7, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

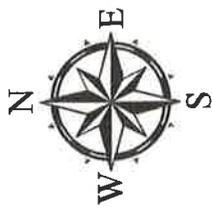
Scott E. Huber, City Attorney

Randy Murphy, City Clerk

Exhibits

A – Map of the Garden Drive Area

Exhibit A: Garden Drive



	Garden Drive
	Oroville City Limits
	Butte County



EXHIBIT E

CITY OF OROVILLE RESOLUTION NO. 8277

A RESOLUTION OF INTENT OF THE OROVILLE CITY COUNCIL DIRECTING STAFF TO BRING BACK A RESOLUTION OF AUTHORIZATION FOR THE INITIATION OF APPLICATION BY THE CITY OF OROVILLE REQUESTING THE BUTTE COUNTY LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR THE ANNEXATION OF EL MEDIO

WHEREAS, Government Code Section 56375(a) requires the approval of the Local Agency Formation Commission (LAFCo) for the annexation of properties within the County's jurisdiction into the City's boundaries; and

WHEREAS, the City of Oroville desires to initiate proceedings pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, commencing with §56000 of the California Government Code, for the annexation of the properties identified as the El Medio community (**Exhibit - A**); and

WHEREAS, the annexation of El Medio to the City, as proposed, is consistent in all respects with the Sphere of Influence adopted by Butte LAFCo for the City of Oroville pursuant to California Government Code Section 56425; and

WHEREAS, on September 30, 2014, the City Council Annexation Sub-Committee and the County Board of Supervisors Annexation Sub-Committee met to discuss the annexation of South Oroville. At the meeting the City requested support of the County for the future annexation goals of the City which includes the annexation of El Medio; and

WHEREAS, in accordance with the City's desire to formally incorporate the El Medio community into the City of Oroville jurisdiction, this formal resolution of the City's intent to pursue the annexation of El Medio has been prepared.

NOW, THEREFORE, BE IT RESOLVED BY THE OROVILLE CITY COUNCIL AS FOLLOWS:

1. The City Council of the City of Oroville hereby formally resolves its intention to pursue annexation of El Medio through collaboration with the County, Butte LAFCo, property owners of the El Medio community, El Medio Fire Protection District, and other service-providing agencies.
2. The City Council of the City of Oroville hereby directs staff to bring back a resolution of authorization for the initiation of application by the City of Oroville requesting the Butte LAFCo to take proceedings for the annexation of El Medio.
3. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on October 7, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Randy Murphy, City Clerk

Exhibits

A – Map of El Medio

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: GLENN LAZOF, INTERIM FINANCE DIRECTOR

**RE: REVISIONS TO BUDGET POLICY NO. 16 - CITY OF OROVILLE
BUDGET AND PURCHASING POLICY**

DATE: OCTOBER 7, 2014

SUMMARY

The Council may consider revisions to Budget Policy No.16 - City of Oroville Budget and Purchasing Policy.

DISCUSSION

Good budget policy requires language that clear is to Council, staff, and the public. Budget control should rely on the appropriation authority of the Council in approving significant items. The City Administrator and Department Heads should be entrusted with smaller revisions and more limited purchasing authority, in the context of timely reporting to the Council. This promotes effective Council awareness and control of significant issues, while permitting staff to efficiently administrate operations.

These actions do not impact the requirement that all purchases must have adequate budgetary authority. Nothing in the proposed changes will impact the current procedures for informal and formal bids. Staff plans training sessions for staff to whom purchasing authority has been delegated to ensure adherence to these and other policies. Eventually these policies should be incorporated into a revised and updated City Fiscal Policies and Procedures Manual.

Track Changes and full document as recommended for revision are included.

Recommended Changes – (Per Tracked Change Version)

Title of Document: Budget Policy No.16 is not sufficiently descriptive of the contents of this document; therefore it is recommended that the title be changed to City of Oroville Budget and Purchasing Policy.

Coverage: Clarification that these policies apply to all funds that that are received and disbursed by the City, even if not listed therein.

Executive Director: References are deleted.

Roles and Responsibility Clarification: Three sentences added paragraph 5, page 1, reaffirming Council's role in authorizing appropriations, and staff role in administration of the budget.

Staff Threshold: Throughout the document wherever the limitation on staff approval was \$5,000 an increase is recommended to \$10,000. As directed at the September 16, 2014 Council meeting, such actions will be reported to Council in the subsequent Finance Report.

Definition of Supplemental Appropriation and Budget Revision: No change is recommended. Staff notes that distinction between the two types of budget revisions have not always been made as defined in this policy. We are now adhering to the written definitions.

Definition of Line Item: Clarified to refer to the series level (e.g. Salaries and Benefits, Operating Expenses). The Council has not approved appropriations at lower levels for approximately 20 years.

Definition of Department: Staff is recommending that for purposes of this policy, department be defined in accordance with divisions proposed at the roles and responsibility discussion earlier this month. Essentially, this groups sections of the City by the Department Heads area of responsibility, as well as Council, Mayor, and Treasurer. It is also recommended that the Housing Department be treated as one separate department, because of the complex interaction between housing funds, which are categorical in nature. Otherwise all special funds are treated as a department.

Transfers Between Departments within a Fund: Reiteration of definition of line item level of for budget control purposes. Clarification that staff may never make budget adjustments resulting in increased cost to the General Fund without Council approval.

Account number references: These describe the current financial system. These will need revision after a new accounting system is implemented. The location of the description for Fixed Asset Accounts has been moved so that description of accounts 8000-8899 precedes description of 8900 series accounts. The first sentence of the Fixed Asset description is unchanged. The second sentence is completely new and defines the minimum value of a fixed asset at \$2,000. This was previously unmentioned in this policy. The only reference to this found so far was a policy dating back to 1987, which set the limit for Fixed Assets at \$200. While there is considerable support in government financial circles for setting the level as high as \$5,000 staff is recommending an increase to just \$2,000 in recognition that after 27 years at the \$200 level the jump to \$5,000 may make the Council less than comfortable. This will still provide some workload relief to the Finance

Department. The \$2,000 should be also easier to administrate and enforce since it is the same threshold as that required for a Purchase Order.

Transfers-Out - 9000 series accounts: The language has been revised to permit maximum flexibility in adjusting direct and indirect appropriations to actuals so as to maximize our ability capture any costs that are not borne by the General Fund, or which may be allocated to fee income.

Expenditure Control Budget: This policy is recommended for deletion. We have not implemented it this budget year. The purpose of this section was to reward departments for not expending all of their appropriations in one year, by permitting them to carry that forward to the next year. Department Heads are expected to purchase only goods and services that are necessary. Only two Department Heads oversee 79% of General Fund expenditures, so they already have sufficient incentive to preserve higher General Fund carryover balances to support their needs in the next fiscal year. There is no need for an inflexible policy which sacrifices 100% of annual operating expenditure savings and efficiencies.

Changes to the Adopted Budget: Clarification that this section only applies where revenue will exceed the budget amount and therefore implicitly will have no negative impact on Fund Balance. Staff has added an exception for Mutual Aid provided by our public safety staff so that the timeliness of an appropriation adjustment does not delay assistance.

Staff notes that although the rest of this language is unchanged, staff has not always utilized the authority granted, often submitting a supplemental adjustment or directing staff to reflect the changes in the budget. Assuming the Council wants leaves this language intact staff will begin to utilize this section, as it is more efficient. Otherwise please direct that this section be deleted.

Appropriation Transfers within a Department between Series 5000 Accounts (Salary and Benefits) 6-7000 Series Accounts (Operating Expenses), 8000 Series Accounts (Capital Projects): The revised title describes the contents of the section more clearly. New language retains that transfers may not be made from Personnel and Benefits appropriations unless remaining funding is adequate to cover position costs but more transparently describes that funds may augment other appropriations besides contract services. The rest of the deleted language in this section is covered by the clearer language found in the earlier paragraph describing transfers between these series accounts.

Transfers-Out - 9000 series accounts: These revisions result in more clarity. They are not intended to increase staff authority from the previous language. Language has been added to emphasize the objective of reducing General Fund cost.

Business Expenses, Conferences, Meeting, Training and Travel: No change is recommended. Staff is aware the Travel Reimbursement Policies may also need to be updated, upon further review. If so, these will be brought to the Council at a later date.

(Conferences and Travel) Mayor and Council Members/Oroville Successor Agency/Public Financing Authority Commissioners: The word “full” has been stricken regarding Council approval. It is unclear if this is a redundant emphasis on action by the Council or meant to require that approval be unanimous. If the intention of the Council is that approval should require more than a simple majority, clearer substituting language should be added. Unanimous consent has not been the practice. The only other staff recommended change is to substitute “and may not exceed final appropriations” for “and are subject to budget limitations”. We do invite the Council to consider revising this section as the limitations of this section are quite low, for example very few conferences, even within Northern California, would fall below \$500 in total cost. The \$150 small event limitation would impact almost any event that involved an overnight stay.

Grant Expenditures: Language has been added to emphasize the City Administrator and Finance Director review grant applications to ensure optimum recovery of City costs prior to submission. There is an exception when the notice of the grant does not allow sufficient time and delay would jeopardize the potential award.

Expenditures: The recommendation to raise the Purchase Order approval limit for the City Administrator from \$5,000 to \$10,000 as sent to Council at the September 16 meeting. Repetitive language has been deleted. Language has been added as directed to require that such purchases be reported to the Council in the subsequent agenda packet.

Exceptions to Purchasing Policy: The existing language regarding exceptions has been moved to last section on expenditures. Additionally these changes have been recommended:

- Additional language reflects the ongoing practice regarding Housing Department loans and related purchases.
- Recommending less vague language regarding procedures when insurance premiums increase more than 10%, which would trigger the informal bid procedure. Current language is vague and outdated, “obtain as many agents as possible”, as competitive municipal liability (including our current policy) is often offered by Joint Power Authorities. The proposed language excludes neither agents nor JPA’s. Our liability insurance is just under \$250,000 currently.

Quarterly Budget Review: Quarterly budget review requirements are now reflected in this policy.

Special Policy: Clarify that the Director of Finance may issue more restrictive purchasing policies if these will result in cost savings or increased efficiency. An example of this is our recent implementation of procedures to save staff time in the purchase of Office Supplies.

Tables 1 and 2 attached summarize the major changes being proposed in this policy.

FISCAL IMPACT

Some operational savings will result from more cost effective purchasing and budgetary authorization procedures. For example, it is estimated to cost the city approximately \$500 to place a consent item on the agenda. Therefore requiring Council approval on \$5,000 purchase order or appropriation change increases the effective cost of that purchase 10%.

RECOMMENDATION

Approve the attached revisions to Budget Policy No.16 - City of Oroville Budget and Purchasing Policy.

ATTACHMENT

Full Text of Budget Policy No. 16 Tracked Changes

Exhibit A

Oroville City Budget Policy and Purchasing Procedures

The Annual Adopted Budget is based upon the estimated needs of the City's various funds and departments and the needs of the Successor Agency and the Public Financing Authority, applying to all funds that that are received and disbursed by the City and in addition and supplemental to any provisions contained in State Law, the City Charter of the City of Oroville and the Municipal Code, and other applicable Council actions.

In the event that any portion of this policy at any time becomes in conflict with either Federal or State Law, or the Charter or the Code, this policy will not apply in that instance.

Administration of the Annual Adopted Budget and the related policies is the overall responsibility of the City Administrator who is assisted by the Finance Director. The Finance Director is responsible for providing technical assistance to the Department Heads in administering budgets assigned to them and compliance with related policies; however, Department Heads are held accountable for the budgets under their control.

The City Administrator shall have the same duties and responsibilities for the Successor Agency and the Oroville Public Financing Authority as for the City. The Finance Director shall have the same duties and responsibilities for the Successor Agency and Oroville Public Financing Authority, as for the City. Department Heads and other management staff who administer budgets for the Successor Agency and the Oroville Public Financing Authority shall have the same duties and responsibilities as they have for the City of Oroville.

The City Council ultimately must approve total appropriations. Staff is entrusted with the administrative authority to efficiently provide service within these total appropriations. It is the staff's responsibility to keep the Council informed of significant issues and the financial consequences of both internal and external events. The goal of this budget policy is to strike a balance between the responsibility of the City Council, Successor Agency and the Oroville Public Financing Authority to provide expenditure authority, oversight, and policy direction while granting staff reasonable flexibility to administer the Budget, so that the work of the City and its related agencies can be carried out efficiently.

As outlined in Article VIII, Section 1 of the City Charter, if and when an emergency occurs, such as a war, natural disaster, or major accident/civil disturbance, the Mayor shall assume general control of the City Government, and all its branches and be responsible for the suppression of disorder and the restoration of normal condition.

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In addition to the above, and for the purposes of City and its related agencies, budget administration emergencies also includes a potential or actual threat to public safety or serious damage to public and/or private property.

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Budgetary actions taken pursuant to an emergency are required to be documented. Department Heads who make emergency expenditures must prepare a signed statement documenting the emergency expenditure. Documentation must be attached to the request for payment or invoice, which is submitted to the Finance Department for processing. Where the cost exceeds \$10,000, a copy of the documentation must be sent to the City Clerk/Secretary of the Successor Agency/Oroville Public Financing Authority and the Council/Commissioners, along with the monthly report.

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1. Definitions:

The term "**appropriation**" is defined as the amounts approved for the expenditure or the use of funds by the City Council (or the governing body of an agency for which the Council provides policy direction such as the Oroville Successor Agency or Oroville Public Financing Authority), together with such subsequent supplemental appropriations and/or budget adjustments which are subsequently approved.

The term "**supplemental appropriation**" shall mean an increase to the amounts previously approved for expenditure in the Adopted Budget which may have an impact on the fund balance because it is funded by either the spendable portion of the fund balance or by a combination of additional revenues not anticipated in the Adopted Budget and the spendable portion of fund balance.

The term "**budget adjustment**" shall mean an increase to one or more line item appropriations, which has no impact on fund balance, because it is either funded by a corresponding decrease in one or more line items within the same fund or unanticipated revenues to that fund which were not included in the Adopted Budget, with the result that the ending fund balance is not impacted.

The term "**line item**" shall mean a single appropriation amount to a specific account; usually this item detail is aggregated as a series appropriation (Salaries and Benefits or Operating Expenses) for purposes of budget control at the Council level. The purpose of further line item detail in the financial system is primarily to assist Departments in controlling their expenditures at an operational level.

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The Term "Department" shall refer to the following for the General Fund, with sub-divisions listed below each:

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City Council

Mayor

Treasurer:

Administration:

City Administrator

Economic Enhancement

Economic and Community Enhancement

City Hall

City Clerk

Human Resources

Information Technology

Risk Management

City Attorney

Finance

Finance

Non-Departmental

Accrued Leaves

Public Safety

Police

Fire

Community Development

Planning and Development Administration

Building Code Enforcement

Public Works Administration Streets

Parks and Trees Administration

Parks and Trees Operations

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Special Funds: All special funds will be equivalent to "Department" for purposes of this Policy. Except for all Housing Funds which will be considered one Department.

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Categories of Expenditures/Uses of Funds:

a. Transfers Between Departments Within a Fund

Transfers between various departments and line items within a fund are subject to the same rules applicable to transfers between the Personnel, Operational Expenses, Capital, and Non Operating expenditures within the same department and are allowed as long as approved by the Finance Director and City Administrator/Executive Director and the result is no increase in General Fund cost to that department.

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b. Expenditure Series Accounts

Salaries and Benefits - 5000 series accounts: are the accounts which are used for the payment of salaries and benefits. Included in this category are

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various types of salary accounts such as management, clerical, outdoor labor, safety, temporary salaries and various categories of other compensation such as, overtime, compensation time, vacation pay, uniform allowances, Police reserve pay and volunteer firefighter allowances.

Services and Supplies - 6000 and 7000 series accounts: are the accounts which are used for the payment of non-payroll related operating expenditures such as office and specialized departmental supplies, repair and maintenance, contract services, printing, travel, training, grant activities, community promotional, marketing and industrial recruitment activities, etc.

c. Non-Operating Expenditures

Fixed Assets – 8000 - 8899 series accounts: are the accounts which are used for all capital expenditures, which have a normal life greater than one year, including land, buildings, equipment and infrastructure. Fixed assets exceed \$2,000 in initial cost.

Other Charges - 8900 series accounts: are the accounts which are used for certain non-operating expenses, primarily those related to debt service such as principal and interest payments.

c. Uses of Funds

Transfers-Out - 9000 series accounts: are the accounts which are used for making transfers-out of one fund, or department into another fund or department. Transfers-out are made to reimburse a fund for expenditures made on behalf of the other fund or where a separate fund is required for legal or accounting purposes. City Budget Policy is to minimize general fund costs by obtaining full reimbursement from all special operating funds, up to the maximum supported by actual costs, both direct and indirect. Such charges do not impact overall city expenditures, therefore appropriations to facilitate the transfer of these costs within or from the General Fund may be revised as needed by the Director of Finance with the approval of the City Administrator.

2. Grant Carry-overs, C.I.P. Projects Work in Process

Grants are often accounted for on a multi-year basis. Whenever it is necessary to account for grants on a multi-year basis, an appropriation will be established for the total anticipated expenditures for the entire grant period. The balance of the appropriations will then be carried over from one year to the next, subject to Council/Commissioners approval.

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Fixed Assets – 8000 - 8899 series accounts: are the accounts which are used for all capital expenditures, including land, buildings, equipment and infrastructure.¶

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The Expenditure Control Budget effectively counters the tendency to “spend it or lose it” by allowing Department Heads to carry-over unused appropriations in the Services and Supplies and Non-Operating/Uses of Funds series of accounts, subject to Council/Commissioners approval. Salaries and Benefits appropriations are not subject to carry-over, unless approved by the Council/Commissioners. ¶

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Work in Process on Capital Projects - at the end of the fiscal year the remaining balance of appropriations of capital projects which are in process shall be carried over to the next fiscal year, subject to Council/Commissioners approval.

3. Changes to the Adopted Budget; additional revenues

The Finance Director and a Department Head acting under the direction of the City Administrator/Executive Director, shall have the authority to take into consideration off-setting revenues which are in excess of budgeted revenues and to authorize a budget adjustment to appropriate for the related expenditures covered by these off-setting revenues of up to \$10,000. In the case of Public Safety providing mutual aid, the adjustment may equal the amount or revenue to be reimbursed.

Whenever the Council/Commissioners approve an action which necessitates a budget adjustment it is understood that the Council/Commissioners also approve the corresponding budget adjustment. For example: The Council/Commissioners approve the purchase of \$5,500 worth of computer equipment. In the Fiscal Impact section of the staff report sent to Council/Commissioners the report details the purchase is being funded by salary savings and that a transfer will have to be made from Salaries and Benefits line items to increase appropriations in the computer equipment account in order to make the purchase. The Finance Director and the Department Head acting under the direction of the City Administrator/Executive Director are authorized to make a budget adjustment based upon the Council/Commissioners actions in approving the purchase.

Appropriation Transfers within a Department between Series 5000 Accounts (Salary and Benefits) 6-7000 Series Accounts (Operating Expenses), 8000 Series Accounts (Capital Projects)The Director of Finance with the approval of the City Administrator, may transfer appropriations between the these accounts in a department up to \$10,000, as long as total departmental expenditures are not increased. Funds may not be transferred out of the 5000 Salaries and Benefit Series accounts if the remainder is inadequate to fund existing positions for the rest of the year

Whenever the cost Salaries and Benefits series accounts exceeds the amount budgeted the Finance Director and a Department Head, acting under the direction of the City Administrator/Executive Director, are authorized to make a budget adjustment of up to \$10,000 by reducing the Services and Supplies, Operating, or Capital series accounts of the affected budget. Such transfers must have a neutral or positive impact on fund balance.

In all other instances whenever a budget has been exceeded because of obligations which have already been incurred, or are expected to be exceeded, Council/Commissioners approval will be required in order to increase the appropriations.

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a. Uses of Funds

Transfers-Out - 9000 series accounts:

The Finance Director acting under the direction of the City Administrator/Executive Director is authorized to make those transfers-out to the actual amounts if 9000 series appropriations are exceeded, as soon as practical thereafter, and at least once prior to the year end closing, the Finance Director shall initiate action to increase the appropriations.

In all other instances, Council/Commissioners approval will be required in order to increase the appropriations. Anytime appropriations are revised by staff pursuant to this policy, this shall be reported to Council in the subsequent Finance Staff report.

2. Business Expenses, Conferences, Meeting, Training and Travel

b. City Employees, City Treasurer, City Attorney, Members of Boards and Commissions

Department Heads, acting under the direction of the City Administrator/Executive Director, are authorized to make expenditures for business and travel expenses related to City/Agency/Authority business and attendance at such professional conferences/training sessions/meetings as they deem appropriate, up to the amount appropriated in their departmental budget for such expenses. The Supervisor must authorize the subordinate's attendance and must approve the expenditure. In the case of non-employees, the Department Head responsible for the budget which is being charged will approve the expenditure. All expenditures must be in accordance with all policies including the City's Travel and Reimbursement Policy which shall apply to the City and any related agencies which fall under its administrative jurisdiction.

b. Mayor and Council Members/Oroville Successor Agency/Public Financing Authority Commissioners

During each fiscal year, every Council Member/Commissioner is, without Council approval allowed to attend: 1) the annual League of Cities Conference; 2) one other conference /meeting / training session which does not cost more than \$500; and 3) small conferences/meetings/training sessions costing less than \$150. The Council/Commission must approve all other travel/conference/meeting or training expenditures. Payments to Council/Commissioners are made in accordance with the City's Travel and Reimbursement Policy and may not exceed final appropriations.

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Whenever it appears that a line item in the Services and Supplies series accounts will exceed the amount budgeted or has already exceeded the amount budgeted because of obligations which have already been incurred, the Finance Director and the Department Head, acting under the direction of the City Administrator/Executive Director, are authorized to make a budget adjustment of up to \$5,000 by reducing other line items in the Services and Supplies series accounts of the affected budget. ¶

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The Finance Director and a Department Head, acting under the direction of the City Administrator/Executive Director, are authorized to make budget adjustments of up to \$5,000 by reducing other line items in the Services and Supplies series accounts of the affected budget in order to purchase equipment, pay for overtime, vacation pay or any other payroll related expenditures or to increase appropriations in Non-Operational/Uses of Funds/Transfers-Out series accounts such as debt service, fixed assets and transfers-out, providing Council/Commissioners authorization has been obtained if required elsewhere in this policy. ¶

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5. Grant Expenditures

From time to time the City or its related agencies become eligible for Federal or State grants. Should the funding source require a grant application, the application will be submitted to the application to the City Administrator and Finance Director prior to submitting a final application. The City Administrator may waive pre-approval when notice of the grant did not provide sufficient lead time prior to the grant deadline. Whenever the City applies for a grant, every effort should be made to include all city costs, including direct or indirect costs. If not included in the application, or not approved as part of the grant by the funders, these shall be reported to Council as a city cost, and adequate budget revisions will be recommended as needed.

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When a grant is received, one of the following courses of action shall be taken:

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a. If the Council/Commissioners have previously approved the grant and no matching funds are required, the Finance Director and the Department Head, acting under the direction of the City Administrator/Executive Director are authorized to make the required budget adjustment.

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b. If the Council/Commissioners have previously approved the grant and the grant requires matching funds which have already been appropriated, the Finance Director and a Department Head, acting under the direction of the City Administrator/Executive Director, are authorized to make the required budget adjustment.

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c. If the grant requires matching funds, and an appropriation has not been made, a supplemental appropriation or a budget adjustment must be approved by the Council/Commissioners unless the staff report and Resolution detailing the funding requirements for the match for the grant have been previously approved by the Council/Commissioners, along with the grant application. In the event previous approval for the funding of the match was obtained, the Finance Director and a Department Head, acting under the direction of the City Administrator/Executive Director are authorized to make the required budget adjustment.

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In all other instances, Council/Commissioners approval will be required in order to increase the appropriations.

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6. Expenditures Under \$10,000

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Council/Commissioners approval is not required prior to making an expenditure less than \$10,000 if the item is within the budget authorization of the City Administrator/Executive Director or his/her designee and prior Council/Commissioners approval is not required by State Law or City Codes or policies.

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Before making expenditures for supplies, equipment and services, which exceed \$2,000 a purchase order must be authorized by both the department and the Finance Director. If the purchase is between \$2,000 and \$25,000 it is subject to the informal bidding requirements contained in the City Code and in Ordinance 1595. All purchase orders between \$4,499.99 and \$10,000 shall be reported to the council, in the next Council Packet, subject to packet publication deadline requirements.

The limit applies only to a single invoice or the purchase of a single item. Multiple purchases from the same vendor which are under the limit individually do not require prior Council/Commissioners approval as long as the purchases are not being intentionally made in smaller amounts in order to avoid obtaining Council/Commissioners approval.

7. Authorization to go out to Bid where a Sealed Competitive Bid is Required

If the budget provides for the expenditure, Council/Commissioners authorization is not required prior to going out to bid, unless otherwise required by State Law or City Codes or policies.

Public (Capital) Projects as defined by the Public Contract Code of the State of California (Section 22000-22045)

7a. Exception to section 22032 of the Public Contract Code of the State of California is as follows:

- (a) Public projects of forty-five thousand dollars (\$45,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.
- (b) Public projects of Twenty-five Thousand (\$25,000) or less may be let to contract by informal procedures as set forth in the article. Council will be apprised of the results on a Council agenda within 15 days but in no case later than 30 days.
- (c) Public projects over Twenty-five Thousand (\$25,000) will follow the competitive bid procedures outlined in Section 2-63.101 thru 2-63.701 of the Oroville City Code as re-enacted in Ordinance 1595.
- (d) Items budgeted and appropriated by the Council during the annual budget approval process shall be deemed approved and funds appropriated. Staff is not required to return for authorization for purchase of items but must follow the appropriate procurement process.

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¶ Council/Commissioners approval is not required prior to making an expenditure greater than \$5,000 if there are sufficient appropriations in the current Adopted Budget (as revised pursuant to this policy) of the department to cover the expenditure and:¶
¶ 1. The expenditure represents a progress payment, which does not exceed the 10% Contingency approved as part of a contract or agreement previously approved (... [4]

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8. Expenditures Greater Than \$5,000

Council/Commissioners approval is not required prior to making an expenditure greater than \$5,000 if there are sufficient appropriations in the current Adopted Budget (as revised pursuant to this policy) of the department to cover the expenditure and:

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1. The expenditure represents a progress payment, which does not exceed the 10% Contingency approved as part of a contract or agreement previously approved or awarded by the Council commissioners.

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2. The expenditure represents a partial payout of an economic development loan previously approved by the Council/Commissioners; or is a loan or purchase approved by the Housing Loan Advisory Committee; or a loan or purchase approved by the Economic Development Loan Advisory Committee which does not exceed \$250,000.

3. The expenditure is for an insurance policy. If the increase is over 10% quotes must be obtained from at least 3 sources.

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4. Other Exceptions: Payroll and the related benefit expenses (except as noted elsewhere in this policy), utility costs, postage, insurance premiums, concrete, road maintenance supplies and materials, fuel, communication expenses, debt service expenditures, contracted services (except where Council/Commissioners approval is required) payments to other governmental agencies, CDBG activities which are covered under grant procedures previously adopted by the Council/Commissioners, other grant activities, State Theater performance expenses and trust and agency fund disbursements, or any other expenditure which in the judgment of the City Administrator/Executive Director is routine.

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9. Special Rules: The Director of Finance department may issue purchasing requirements addressing particular types of purchases to improve efficiency and cost savings, as long as these do not conflict with this budget policy.

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10. Staffing and Payroll Related Expenditures

Appropriations to the Salaries and Benefits - 5000 series accounts in the Adopted Budget assume full staffing for the full fiscal year. However, as a result of such factors as attrition, sick leave, training requirements, resignations, retirements, emergencies and other related situations, it may not be possible to fill all of the allocated positions as planned, additional staffing may be needed, or positions may need to be filled at a different skill level than provided in the Adopted Budget.

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A Department Head working in conjunction with the Personnel Officer, and acting under the direction of the City Administrator/Executive Director, may make a

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temporary promotional appointment or hire a temporary employee at any level on the salary range, or contract for a temporary employee (normally this will be done through a temporary employment agency) in order to: 1) temporarily fill any authorized position which has been vacated due to the resignation, retirement, termination, sickness or other temporary absence of the incumbent; or, 2) fill a position in the event of an emergency. If the expense related to temporary help will cause any line items in the Adopted Budget to be exceeded, a budget adjustment or supplemental appropriation must precede the action, except in cases of emergency.

Council/Commissioners approval is required for all other reclassifications, salary adjustments, equity adjustments, costs of living raises or any other changes to the Salary and Pay Schedule listing in the Adopted Budget (except for temporary positions which are not listed).

Council/Commissioners approval is also required for all other changes, such as new non-emergency temporary positions, changes in titles, reclassifications or any other changes to the Summary of Personnel listing in the Adopted Budget.

The City Administrator/Executive Director and the Personnel Officer, may hire an employee at an advanced step in the salary range up to step G if justification is provided to the Council/Commissioners at the time of the hiring decision and:

Competitive factors in the job market for a particular job title, or a candidate's specific experience and qualifications are such that it will not be possible to employ the most qualified candidate at the beginning step on the salary range.

The accrual of overtime and any payments of overtime shall be in accordance with the provisions of any approved M.O.U., employee contract or resolution and/or the Personnel Rules and Regulations and Personnel Policies.

On a bi-annual basis, the Personnel Officer will prepare a report to the Council/Commissioners on all positions filled, except for Department Heads. The report will contain the applicable steps and ranges for each position and indicate whether the employee is temporary or permanent.

11. Donations

Donations may be accepted by the Finance Director and a Department Head, acting under the direction of the City Administrator/Executive Director. As soon as possible, after accepting the donation it will be placed on the consent calendar so that the donation can be acknowledged by the Council/Commissioners. If a particular donation either will result in other than insignificant cost to the city, or is conditioned such that it will result in an unfunded burden on staff resources, staff will recommend to the Council that the donation not be accepted. The procedure necessary to make a Budget Adjustment in order to increase appropriations for a

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cash donation is detailed elsewhere in this policy.

12. Subsequent to each quarter, the Finance Director will conduct a quarterly budget review and recommend necessary adjustments based on year to date actuals.

Revised Date: October 7, 2014

Previous Revisions: October 6, 1986, June 1, 1988, August 5, 1997, March 6, 2012

Initiated by: City Administrator/Executive Director

Approved By: City Council/Oroville Successor Agency/ Oroville Public Financing Authority

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Table 1

Budget Action	Current Policy	Amount	Approval Required
Transfers Within A Department with no impact on total General Fund cost of department.	<\$5,000	<\$10,000	Director of Finance & City Administrator
Transfers within a fund with no cost impact to General Fund, including between departments	<\$5,000	<\$10,000	Director of Finance & City Administrator
All Other Transfers between 5000 Series, 6-7000 Series, and 8,000 series.	Any	Any	City Council
Transfers in 9000 Series with no negative impact to general fund, based on actuals	<\$5,000	Any	Director of Finance & City Administrator

Table 2

Purchase	Bid	Current Policy	Approval Req.
Under \$1,999.99	Price Quote	No PO	No PO
\$2,000 - \$4,999.99	Informal Bid	City Administrator	City Administrator
\$5,000 to \$9,999.99	Informal Bid	City Council	City Administrator
\$10,000 to \$24,999.99	Informal Bid	City Council	City Council
\$25,000 or more	Formal Bid	City Council	City Council

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: GLENN LAZOF, INTERIM FINANCE DIRECTOR

RE: REQUEST FOR PROPOSALS – NEW ACCOUNTING SOFTWARE

DATE: OCTOBER 7, 2014

SUMMARY

The Council may provide direction to staff regarding a Request for Proposal (RFP) for the Purchase of New Accounting Software.

DISCUSSION

Per much previous discussion, the city requires a modern accounting software package to provide integrated payroll, cost accounting, promote operating efficiencies, and aid transparency. Moreover, current barriers to the efficient capture of reimbursable costs are resulting in lost revenue to the General Fund.

It would be ideal to implement a new system before July 1, 2015, corresponding with the beginning of the next fiscal year. This would require an aggressive schedule for issuing the RFP, evaluation, selection, and implementation.

Staff has obtained a preliminary cost estimate of \$133,250 which includes required software modules, implementation, on-site training, and data conversion including history imports. Additionally, the Council would also need to consider funding one time staff support in the Finance and/or Information Technology Departments, as well as outside technical support to review the RFP and to ensure the final product is delivered with all required capabilities. The ongoing maintenance cost is estimated at \$15,500.

Initial funding will be provided by one time General Funds. However several other sources have been identified that may be available to reimburse the General Fund including an expected increase in Technology Fees, support from City special funds and grants as a result of improved cost accounting including indirect expenses, as well ongoing full cost recovery efforts. There may also be project funds available other than those in the General Fund. These sources may cover anywhere from 20-100% of the investment in this system, as well as a large share of the annual cost.

CC-16

FISCAL IMPACT

The primary cost at this stage will be staff time for planning and initial preparation of the RFP.

RECOMMENDATION

Direct staff to begin preparations to issue an RFP seeking a new accounting system to meet the needs of the City.

ATTACHMENTS

None

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: RANDY MURPHY, CITY ADMINISTRATOR
TYSON PARDEE, IT MANAGER**

RE: PURCHASE OF COMPUTER WORKSTATIONS AND OFFICE 365

DATE: OCTOBER 7, 2014

SUMMARY

The Council may consider the purchase of new workstations along with monitors. The Council may also consider subscription service to Microsoft Office 365 for hosted email, email retention, email legal hold, and Microsoft Office licensing.

DISCUSSION

The City's current network still has some old, slow, computers running Windows XP. Windows XP has gotten to its end of life and Microsoft no longer supports it making it a security issue for the city. Upgrading these workstations will keep the network security at a safer level as well as increase staff productivity.

Each computer that is purchased needs a license for Microsoft Office which includes Word, Excel, Outlook, and a few other Microsoft software items. To allow the city to progress with technology, spend less money on licensing and reduce administrative overhead in the Information Technology Department a request is being made to move the city to Microsoft's Office 365 Cloud Service. Microsoft Office 365 will be the host for all of the city's email services and will include licensing for Microsoft Office. Microsoft Office 365 is a flexible solution which we can configure to work for the city both in functionality and cost effectiveness. Below are benefits for moving to the Office 365 service.

- 1) The full offerings of Office 365 include Microsoft email service, email spam filtering, email archive, email legal hold, Microsoft SharePoint file storage, Microsoft Link web conferencing, and Microsoft Office (Microsoft Word, Excel, Outlook, PowerPoint, Publisher, Access, and One Note).
- 2) Office 365 has different service tiers with different price points. The IT department can choose the level of services a staff member needs in their current position and very quickly change it if the employee takes on a different role within the city.
- 3) Microsoft's Email Legal Hold service will move the city into email compliance stated by agencies like the Department of Justice.
- 4) City wide Microsoft Office licensing which will keep the city computers all on the same software version as well as providing access to all Microsoft Office software upgrades. Currently the city has a mixture of three different versions of Microsoft

Office and staff that is working with the older version of the software has trouble accessing files from the newer version of the software. This tends to cause more work for staff and the IT department as the files have to be converted.

- 5) Office 365 will ultimately save the city money on server hardware costs, licensing costs, and IT administrative time. It is estimated that over a 5 year period the city will save more than \$18,000 and provide more functionality.

FISCAL IMPACT

We will be using one time General Funds to end City reliance on Windows XP operating systems. There will be partial reimbursement as these costs are charged out to special operating funds or reflected in the full cost recovery plan.

Approve Supplemental Adjustment 2014/14-1007-XX:
Increase:

001-8425-1475	\$23,000.00
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Or if the Fixed Asset Limit is increased as recommended in another item at this meeting, the Supplemental Adjustment is:

001-6999-1475	\$23,000
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RECOMMENDATIONS

1. Authorize the purchase of new workstation and monitors from Dell, utilizing the Western States Contracting Alliance bid, in an amount not to exceed \$23,000; *and*
2. Authorize the purchase of Microsoft Office 365 services. (This is a subscription service and we can move users onto this platform in phases. The first phase will include the staff that will be receiving new workstations and the rest of the staff will be moved onto the service over time); *and*
3. Approve Supplemental Appropriation 2014/14-1007-XX.

ATTACHMENTS

Dell Quote # 691982636
691980996
691981445
691982973
691983130
692151403

**QUOTATION**

Quote #: 691982636
Customer #: 54457014
Contract #: WN99ABZ
Customer Agreement #: WSCA B27160
Quote Date: 09/29/2014
Customer Name: CITY OF OROVILLE

Date: 9/29/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: KAITLYN E UNDERWOOD **PHONE:** 1800 - 4563355
Email Address: Kaitlyn_Underwood@Dell.com **Phone Ext:** 7254348

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: \$1,433.23 GROUP TOTAL: \$1,433.23

Description	Quantity
Latitude 15 5000 Series (210-ABDB)	1
8GB (1x8GB) 1600MHz DDR3L Memory (370-AAER)	1
Internal English Dual Pointing Backlit Keyboard (583-BBJJ)	1
Intel Integrated HD Graphics 4400 (490-BBNB)	1
Intel Wireless 7260 driver (555-BBQK)	1
500GB (5400rpm) Hybrid HDD with 8GB Flash (400-AAFU)	1
Windows 7 Professional, Canada MUI, 64bit (includes Windows 8.1 Pro 64bit License and Media) (536-BBBM)	1
US Order (332-1286)	1
6-cell (65Wh) Lithium Ion battery with ExpressCharge (451-BBDW)	1
8X DVD+/-RW Media Bay Drive (429-AAIL)	1
Intel Dual Band Wireless-AC 7260 802.11ac/a/b/g/n 2x2 + Bluetooth 4.0 LE Half Mini Card (555-BBHI)	1
E5 Power Cord (US) (537-BBBD)	1
Windows 8.1 DVD OS Recovery(English) (620-AASU)	1
Dell Backup and Recovery Basic (637-AAAS)	1
BTO Standard shipment Air (800-BBGF)	1
System Documentation, English (340-ACOS)	1
Software for Integrated Camera (319-BBBH)	1
ProSupport: Next Business Day Onsite Service After Remote Diagnosis 4 Year Extended (955-7447)	1
ProSupport: Next Business Day Onsite Service After Remote Diagnosis Initial Year (955-7448)	1
ProSupport: 7x24 Technical Support, 4 Year Extended (955-7457)	1
ProSupport: 7x24 Technical Support, Initial (955-7458)	1
Dell Limited Hardware Warranty Plus Service Extended Year(s) (955-7525)	1
Dell Limited Hardware Warranty Plus Service Initial Year (955-7526)	1
Accidental Damage Service, 5 year (973-9186)	1
Accidental Damage Service (988-7689)	1
Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115 (989-3449)	1

Info, Complete Care Bundle (993-3389)	1
No UPC Label (389-BCGW)	1
Intel vPro Technology's Advanced Management Features (631-AAEC)	1
No Resource DVD (430-XXYG)	1
Fingerprint Reader (Dual Pointing) Palmrest (346-BBFY)	1
System Documentation, English (340-ADNT)	1
Energy Star 6.0 (387-BBIL)	1
4th Gen Intel Core i5-4310U Processor (2.0 GHz, 3M Cache, Dual Core) (338-BEOS)	1
Intel Core i5-4310U Processor Base, Integrated Graphics, Express Card Reader (329-BCEI)	1
No DDPE Encryption Software (954-3465)	1
Keep Your Hard Drive, 5 Year (980-9314)	1
Light Sensitive Webcam and Noise Cancelling Digital Array Mic (325-BBCS)	1
Ship Material, Shuttle, Mix Model (340-AFZW)	1
Fixed Hardware Configuration (998-BDGZ)	1
No Power DVD (430-XXYY)	1
Regulatory Label, Non-Touch (389-BCZZ)	1
No Intel Responsive (551-BBBJ)	1
Intel Core i5 vPro Processor Label (389-BBJN)	1
15.6" FHD (1920x1080) Wide View LED-backlit LCD Panel, WLAN only (391-BBMH)	1
Adobe Acrobat XI Standard, Digital Delivery (421-9491)	1
Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude (630-AABP)	1
Dell Digital Delivery Cirrus Client (340-AAUC)	1
Thank you for buying Dell (421-9982)	1
Dell Data Protection Security Tools Digital Delivery/NB (422-0007)	1
SW,MY-DELL,CRRS (422-0052)	1
Latitude 15 5000 Software Drivers (551-BBBU)	1
Adobe Reader 11 (640-BBDI)	1
Dell Data Protection Protected Workspace (640-BBEU)	1
Not Selected in this Configuration (640-BBHQ)	1
Visit www.dell.com/encryption (640-BBHR)	1
Waves Maxx Audio Royalty (658-BBNF)	1
No Anti-Virus Software (650-AAAM)	1
65W AC Adapter, 3-pin (492-BBEM)	1
State Environmental Fee for display 15 inches, less than 35 inches (600-0277)	1

*Total Purchase Price:	\$1,482.23
Product Subtotal:	\$1,429.23
Tax:	\$49.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$4.00
Shipping Method:	LTL 5 DAY OR LESS
	<i>(* Amount denoted in \$)</i>

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors. Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

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This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

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If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

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QUOTATION

Quote #: 691980996
 Customer #: 54457014
 Contract #: WN99ABZ
 Customer Agreement #: WSCA B27160
 Quote Date: 09/29/2014
 Customer Name: CITY OF OROVILLE

Date: 9/29/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: KAITLYN E UNDERWOOD PHONE: 1800 - 4563355
 Email Address: Kaitlyn_Underwood@Dell.com Phone Ext: 7254348

GROUP: 1 QUANTITY: 3 SYSTEM PRICE: \$1,062.57 GROUP TOTAL: \$3,187.71

Description	Quantity
OptiPlex 9020 Mini Tower (210-AAOL)	3
8GB (2x4GB) 1600MHz DDR3 Non-ECC (370-AAMG)	3
US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black (580-AAQX)	3
No Monitor (480-ABHJ)	3
AMD Radeon R5 240, 1GB, Full Height (DP and DVI-I) (490-BBXS)	3
No Wireless (555-BBFO)	3
500GB 3.5inch Serial ATA (7,200 Rpm) Hard Drive (400-AANO)	3
Thank You for Choosing Dell (340-ADBJ)	3
Windows 7 Professional, Canada MUI, 64bit (includes Windows 8.1 Pro 64bit License and Media) (536-BBBJ)	3
US Order (332-1286)	3
OptiPlex 9020 Minitower Chassis w/ up to 85 Percent Efficient PSU (Bronze V2) (329-BCKH)	3
Dell USB Optical Mouse MS111 (570-AACR)	3
ENERGY STAR Version 6.0, D2, MT (387-BBGB)	3
No Bcom required (555-BBKH)	3
16X Half Height DVD+/-RW Drive (429-AAED)	3
Internal Dell Business Audio Speaker (520-AABP)	3
No Wireless (555-BBFO)	3
System Power Cord (Philipine/TH/US) (450-AAOJ)	3
Windows 8.1 DVD OS Recovery(English) (620-AASU)	3
Dell Backup and Recovery Basic (637-AAAS)	3
Safety/Environment and Regulatory Guide (English) (340-ABSZ)	3
ProSupport: Next Business Day Onsite Service After Remote Diagnosis 4 Year Extended (933-8144)	3
ProSupport : 7x24 Technical Support , 4 Year Extended (933-8304)	3
Dell Limited Hardware Warranty Plus Service Initial Year (935-6167)	3
Dell Limited Hardware Warranty Plus Service Extended Year(s) (939-1018)	3
ProSupport: Next Business Day Onsite Service After Remote Diagnosis Initial Year (939-2511)	3

ProSupport : 7x24 Technical Support , Initial (939-3131)	3
Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115 (989-3449)	3
Print on Demand Label (389-BDQH)	3
No Bios Required (696-BBBC)	3
Intel vPro Technology Enabled (631-AABI)	3
No Diagnostic/Recovery CD media (340-ABJI)	3
No Quick Reference Guide (340-ABKW)	3
No Optical Drive (429-AAHB)	3
DisplayPort-DVI Adapter (470-AAIO)	3
DVI to VGA Video Adapter (470-AAIP)	3
Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude (630-AABP)	3
Thank you for buying Dell (421-9982)	3
Dell Data Protection System Tools Digital Delivery/DT (422-0008)	3
Dell Digital Delivery Cirrus Client (422-0025)	3
Visit www.dell.com/encryption (632-BBBZ)	3
Thank you for buying Dell (632-BBCB)	3
Adobe Reader 11 (640-BBDF)	3
Dell Data Protection Protected Workspace (640-BBEV)	3
Enable Low Power Mode (658-BBMQ)	3
Dell Client System (658-BBMT)	3
Waves Maxx Audio (658-BBNH)	3
NO RAID (817-BBBN)	3
No Anti-Virus software (650-AAHJ)	3
Intel Core i5-4690 Processor (Quad Core, 3.5 GHz, 6MB Cache, w/HD Graphics 4600) (338-BFIP)	3
Dell Data Protection Encryption Personal Edition Digital Delivery (421-9984)	3
Dell ProSupport for Software, Dell Data Protection Encryption Personal Edition, 1 Year (954-3455)	3
Chassis Intrusion Switch (461-AAAZ)	3
No Intel Responsive (551-BBBJ)	3
Minitower Chassis Mainstream Heatsink (95watts) (412-AAAV)	3
Shipping Material for System,Minitower,Dell OptiPlex (340-ABVE)	3
Fixed Hardware Configuration (998-BHNN)	3
PowerDVD Software not included (429-AAGQ)	3
2nd 3.5inch HDD Caddy without Cable (575-BBBV)	3
Thank You for Choosing Dell (340-ADBJ)	3
Regulatory Label (389-BCCV)	3
No Add On Card (382-BBBZ)	3
Intel Core I5 vPro Label (389-BBWQ)	3
Adobe Acrobat XI Standard, Digital Delivery (421-9491)	3

*Total Purchase Price:	\$3,326.21
Product Subtotal:	\$3,187.71
Tax:	\$138.50

Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS
	(* Amount denoted in \$)

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If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

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**QUOTATION**

Quote #: 691981445
 Customer #: 54457014
 Contract #: WN99ABZ
 Customer Agreement #: WSCA B27160
 Quote Date: 09/29/2014
 Customer Name: CITY OF OROVILLE

Date: 9/29/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: KAITLYN E UNDERWOOD PHONE: 1800 - 4563355
 Email Address: Kaitlyn_Underwood@Dell.com Phone Ext: 7254348

GROUP: 1 QUANTITY: 15 SYSTEM PRICE: \$865.70 GROUP TOTAL: \$12,985.50

Description	Quantity
OptiPlex 3020 Minitower BTX Base (210-ABDW)	15
4GB (1x4G) 1600MHz DDR3 Memory (370-AAJE)	15
US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black (580-AAQX)	15
Display Not Included (480-ABFW)	15
Intel Integrated Graphics, Dell OptiPlex (490-BBFG)	15
No Wireless LAN Card (555-BBNI)	15
500GB 3.5inch Serial ATA (7,200 Rpm) Hard Drive (400-AANO)	15
No Media Card Reader (385-BBCR)	15
Microsoft Office Trial, Single Language, Tablet (630-AABO)	15
Dell Digital Delivery Cirrus Client (340-AAUC)	15
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex (421-5334)	15
Thank you for buying Dell (421-9982)	15
Dell Data Protection System Tools Digital Delivery/DT (422-0008)	15
SW,MY-DELL,CRRS (422-0052)	15
Visit www.dell.com/encryption (632-BBBZ)	15
Thank you for buying Dell (632-BBCB)	15
Adobe Reader 11 (640-BBDF)	15
Dell Data Protection Protected Workspace (640-BBEV)	15
Enable Low Power Mode (658-BBMQ)	15
Waves Maxx Audio (658-BBNH)	15
No Anti-Virus Software (650-AAAJ)	15
Windows 7 Professional English/French 64bit (Includes Windows 8 Pro license and media) (619-ADLR)	15
US Order (332-1286)	15
OptiPlex 3020 Minitower Chassis with Standard Power Supply (321-BBEL)	15
Dell Logitech USB Optical Mouse (570-AADU)	15
No ESTAR (387-BBCG)	15
No Additional Network Card Selected (Integrated NIC included) (555-BBJO)	15
16X Half Height DVD+/-RW Drive (429-AAED)	15

Internal Dell Business Audio Speaker (520-AABP)	15
Thank You for Choosing Dell (555-BBNG)	15
System Power Cord (Philipine/TH/US) (450-AAOJ)	15
MS Media : Windows 8 (64Bit) OS Media DVD (620-AABF)	15
Dell Backup and Recovery Basic (637-AAAS)	15
Desktop BTS/BTP Shipment (800-BBIP)	15
Not Selected in this Configuration (817-BBBC)	15
Safety/Environment and Regulatory Guide (English/French/Dutch) (340-AGIK)	15
ProSupport: Next Business Day Onsite Service After Remote Diagnosis 4 Year Extended (934-7624)	15
Dell Limited Hardware Warranty Plus Service Initial Year (936-2417)	15
Dell Limited Hardware Warranty Plus Service Extended Year(s) (939-6538)	15
ProSupport: Next Business Day Onsite Service After Remote Diagnosis Initial Year (939-6768)	15
ProSupport : 7x24 Technical Support , Initial (939-7668)	15
ProSupport : 7x24 Technical Support , 4 Year Extended (939-7708)	15
Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115 (989-3449)	15
UPC403 3020MT UPC Label (389-BDRD)	15
Management Engine (340-AGMO)	15
No Diagnostic/Recovery CD media (340-ABJI)	15
No Quick Reference Guide (340-ABKW)	15
Intel Core i5-4570 Processor (Quad Core, 6MB Cache, 3.2GHz, w/HD Graphics 4600) (338-BCCE)	15
No DDPE Encryption Software (954-3465)	15
Keep Your Hard Drive, 5 Year (980-7554)	15
Chassis Intrusion Switch (461-AAAZ)	15
Minitower Chassis Mainstream Heatsink (95watts) (412-AAAV)	15
Shipping Material for System,Minitower,Dell OptiPlex (340-ABVE)	15
Fixed Hardware Configuration (730-7749)	15
No Accessories (461-AABV)	15
PowerDVD Software not included (632-BBBJ)	15
No Additional Hard Drive (401-AADF)	15
Regulatory Label, OptiPlex 3020 (389-BDMC)	15
Intel Core I5 Label (389-BBWP)	15
Adobe Acrobat XI Standard, Digital Delivery (421-9491)	15

*Total Purchase Price:	\$13,567.91
Product Subtotal:	\$12,985.50
Tax:	\$582.41
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS
	<i>(* Amount denoted in \$)</i>

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QUOTATION

Quote #: 691982973
 Customer #: 54457014
 Contract #: WN99ABZ
 Customer Agreement #: WSCA B27160
 Quote Date: 09/29/2014
 Customer Name: CITY OF OROVILLE

Date: 9/29/2014

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Sales Professional Information

SALES REP: KAITLYN E UNDERWOOD PHONE: 1800 - 4563355
 Email Address: Kaitlyn_Underwood@Dell.com Phone Ext: 7254348

GROUP: 1 QUANTITY: 11 SYSTEM PRICE: \$152.99 GROUP TOTAL: \$1,682.89

Description	Quantity
Dell 20 Monitor - P2014H (320-9798)	11
3YR Limited Warranty Monitor, Advanced Exchange (986-4872)	11
State Environmental Fee for display 15 inches, less than 35 inches (600-0277)	11

***Total Purchase Price: \$1,805.81**
Product Subtotal: \$1,638.89
Tax: \$122.92
Shipping & Handling: \$0.00
State Environmental Fee: \$44.00
Shipping Method: LTL 5 DAY OR LESS
 (* Amount denoted in \$)

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QUOTATION

Quote #: 691983130
 Customer #: 54457014
 Contract #: WN99ABZ
 Customer Agreement #: WSCA B27160
 Quote Date: 09/29/2014
 Customer Name: CITY OF OROVILLE

Date: 9/29/2014

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Sales Professional Information

SALES REP: KAITLYN E UNDERWOOD PHONE: 1800 - 4563355
 Email Address: Kaitlyn_Underwood@Dell.com Phone Ext: 7254348

GROUP: 1 QUANTITY: 7 SYSTEM PRICE: \$175.49 GROUP TOTAL: \$1,228.43

Description	Quantity
Dell 22 Monitor - P2214H (320-9791)	7
3YR Limited Warranty Monitor, Advanced Exchange (986-4872)	7
State Environmental Fee for display 15 inches, less than 35 inches (600-0277)	7

***Total Purchase Price: \$1,318.46**
 Product Subtotal: \$1,200.43
 Tax: \$90.03
 Shipping & Handling: \$0.00
 State Environmental Fee: \$28.00
 Shipping Method: LTL 5 DAY OR LESS
 (* Amount denoted in \$)

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QUOTATION

Quote #: 691983295
 Customer #: 54457014
 Contract #: WN99ABZ
 Customer Agreement #: WSCA B27160
 Quote Date: 09/29/2014
 Customer Name: CITY OF OROVILLE

Date: 9/29/2014

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Sales Professional Information

SALES REP: KAITLYN E UNDERWOOD PHONE: 1800 - 4563355
 Email Address: Kaitlyn_Underwood@Dell.com Phone Ext: 7254348

SOFTWARE & ACCESSORIES

GROUP TOTAL: \$866.94

Product	Quantity	Unit Price	Total
Dell MDS14 Dual Monitor Stand, Customer Install (332-1236)	6 1	\$144.49	\$866.94

*Total Purchase Price:	\$931.96	155.33
Product Subtotal:	\$866.94	144.49
Tax:	\$65.02	10.84
Shipping & Handling:	\$0.00	
State Environmental Fee:	\$0.00	
Shipping Method:	LTL 5 DAY OR LESS	
	(* Amount denoted in \$)	

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QUOTATION

Quote #: 692151403
 Customer #: 54457014
 Contract #: WN99ABZ
 Customer Agreement #: WSCA B27160
 Quote Date: 10/01/2014
 Customer Name: CITY OF OROVILLE

Date: 10/1/2014

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Sales Professional Information

SALES REP: KAITLYN E UNDERWOOD PHONE: 1800 - 4563355
 Email Address: Kaitlyn_Underwood@Dell.com Phone Ext: 7254348

SOFTWARE & ACCESSORIES

GROUP TOTAL: \$144.49

Product	Quantity	Unit Price	Total
Dell MDS14 Dual Monitor Stand, Customer Install (332-1236)	1	\$144.49	\$144.49

***Total Purchase Price: \$155.33**
Product Subtotal: \$144.49
Tax: \$10.84
Shipping & Handling: \$0.00
State Environmental Fee: \$0.00
Shipping Method: LTL 5 DAY OR LESS
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**OROVILLE CITY COUNCIL
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS
RANDY MURPHY, CITY ADMINISTRATOR**

FROM: BILL LAGRONE, DIRECTOR OF PUBLIC SAFETY

RE: REVISIONS TO THE FIRE DEPARTMENT POLICY MANUAL

DATE: OCTOBER 7, 2014

SUMMARY

The Council may consider revisions to the Oroville Fire Department Policy Manual.

DISCUSSION

The Charter for the City requires the Fire Chief to make rules and regulations for the government of the Fire Department, subject to the approval of the Council. The Policy Manual submitted for Council approval is for policy only and not for operations. Essentially this manual represents the rules and regulations; while the operational manual will contain processes for Fire suppression and lifesaving operations.

The Oroville Fire Department has been operating for the past several years without an approved policy manual. When I assumed command of the Fire Department, I requested a copy of their Policy Manual. I was provided three distinctly different manuals. This lack of consistency has led to varying version of our day-to-day operations. To remedy this situation I assigned Battalion Chief Hilson to prepare a policy manual. Battalion Chief Hilson prepared a manual in a timely and efficient manner.

The Policy Manual cover letter from Battalion Chief Hilson to the Public Safety Director contains a list of revised policies.

The Policy Manual submitted to the Council to approve has been reviewed by the Administration of the Public Safety Department, the Administration of the City and the Oroville Fire Fighters Association. All reviewers have accepted this manual as workable and do not anticipate any issues arising due to implementation of the Manual.

FISCAL IMPACT

None.

RECOMMENDATION

Adopt Resolution No. 8278 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE REVISIONS TO THE POLICY MANUAL AND ADOPTING THE OFFICIAL OROVILLE FIRE DEPARTMENT POLICY MANUAL.

ATTACHMENT

Resolution No. 8278
Cover Letter from Battalion Chief Hilson to Public Safety Director
Revised Policy Manual

**CITY OF OROVILLE
RESOLUTION NO. 8278**

A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE REVISIONS TO THE PROPOSED FIRE DEPARTMENT POLICY MANUAL AND ADOPTING THE POLICY MANUAL AS THE OFFICIAL OROVILLE FIRE DEPARTMENT POLICY MANUAL

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

1. The Council hereby approves the revisions to the proposed Fire Department Policy Manual.
2. The Council hereby adopts the proposed Fire Department Manual as the Official Fire Department Policy Manual. A copy of the Policy Manual has been attached as Exhibit A.
2. The City Clerk shall attest to the adoption of this resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on October 7, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Randy Murphy, City Clerk

September 29, 2014

To: Dean Hill, Deputy Fire Chief
Cc: Bill Lagrone, Public Safety Director
From: David G. Hilson, Battalion Chief

Chief,

I have recently finished the final phase of the *Oroville Fire Department Policy and Procedures Manual*. The process has been lengthy and complex; however, I believe the end product has been a success due to the meaningful participation by the members of the department. Their participation has helped solve problems and formulate workable solutions. In summary the following steps have occurred in order to reach this point:

Needs Assessment

Research was conducting in the following areas:

- 1) Past/current policy
- 2) Identify challenges with current workflow and practices
- 3) Cal/OSHA requirements
- 4) Best workplace practices/industry standards
- 5) Review of similar fire departments' policy and procedures

The goal of the assessment was to identify a list of policies and procedures that need to be in place for the Oroville Fire Department. It was decided that all "in-house" activities would be covered in a "**Policy and Procedures Manual**", while all operational matters would be covered in a "**Standard Operating Guidelines**" manual to be addressed at a later date. This assessment yielded 70 policies broken down into the following categories:

- Station Operations
- Apparatus
- Fire/Rescue Equipment
- Personnel
- Information Management
- Finance
- Administrative
- Health and Wellness

Policy Change Summary

Policy #	Title	Changes	Comments
1000	House Keeping	<ul style="list-style-type: none"> • Add “<i>Remove spider webs from the exterior of the building</i>” to monthly • Add “<i>Clean Rain gutters of debris</i>” to Bi-annual 	<ul style="list-style-type: none"> • No conflicts. • Policy changed as requested
1010	Solar Panels	<ul style="list-style-type: none"> • Requested to have outside contractor clean panels or provide training so OFD members can perform the task safely and without damaging panels 	<ul style="list-style-type: none"> • Direction was received from the building department on how to clean the panels. • Training and tools required are minimal and will be provided in house • No changes made
1030	Station Maintenance	<ul style="list-style-type: none"> • Typo Fixed 	---
1020	Station Telephone Usage	<ul style="list-style-type: none"> • Requested to change having voicemail check by 10 a.m checking it on the first day of the shift 	<ul style="list-style-type: none"> • Believe this to be an acceptable compromise that reflects the challenges of busy days. • Policy changed as requested
1025	Station Security	<ul style="list-style-type: none"> • Requested to change language to be able to leave rear bay door open 	<ul style="list-style-type: none"> • Believe the rear gates that are closed at all hours to be sufficient for station security. • Policy changed as requested

1055	Disinfecting and Decontamination	<ul style="list-style-type: none"> • <i>“If the apparatus bay sink is designated as the decontamination sink, are we going to install another sink for other tasks?”</i> 	<ul style="list-style-type: none"> • OSHA 1910.1030 reviewed • It does not appear a second sink is required per OSHA • Procedures are outline in the department exposure control plan which is in place. • No changes made
1060	Rest and Recovery Areas	<ul style="list-style-type: none"> • <i>“change language on making beds to ‘specification’ by 0900”</i> 	<ul style="list-style-type: none"> • The word was determined unnecessary • Policy changed as requested
1100	Apparatus Inspection and Maintenance	<ul style="list-style-type: none"> • Concern for Chief Officer approval on “load-out” changes • Received suggestion that the three Captains handle any changes, however final approval would be made by the Fire Chief 	<ul style="list-style-type: none"> • Wording has been changed to clarify the Captains and Chief role to accommodate this request. • Wording now reflects the responsibility held by both positions
1110	Vehicle Fueling	<ul style="list-style-type: none"> • <i>“Some employees may have a 3 <u>or</u> 4 digit code”</i> 	<ul style="list-style-type: none"> • Policy corrected
1120	Fire pump Testing	<ul style="list-style-type: none"> • Concern expressed about properly flushing foam residue from the system 	<ul style="list-style-type: none"> • Foam flushing procedure added to the weekly
1125	Hose Load Configuration	<ul style="list-style-type: none"> • Missing items for E2, E2, and T1 	<ul style="list-style-type: none"> • Items confirmed to be missing • Policy corrected
1200	Hose Testing	<ul style="list-style-type: none"> • Missing a couple of items regarding hose testing procedures 	<ul style="list-style-type: none"> • Added checking for 3/8” hose movement post-test • Add post test inspection • Add 1.75” hose to chart

			<ul style="list-style-type: none"> • Added Cleaning Procedure • Added Storage procedure
1225	Structural PPE	<ul style="list-style-type: none"> • <i>“Suggest Structural PPE include a personal light”</i> 	<ul style="list-style-type: none"> • Agree with assessment; however personal lights have not been budgeted for this fiscal year • Policy changed to require use of box lights or approved personal light with wire cutters recommended items • Will consider change in future budget/policy revisions
1225	Structural PPE	<ul style="list-style-type: none"> • <i>“Suggest dropping Trousers from T/C”</i> 	<ul style="list-style-type: none"> • Historically, trousers could be excluded for “low speed” areas • Policy did not account for flash or other hazards. • No changes made
1230	Wild land PPE	<ul style="list-style-type: none"> • <i>“Suggest adding an edged-tool or (sic) multi-tool to ensemble”</i> 	<ul style="list-style-type: none"> • Agree this should be added; however this item has not been budgeted for. Will consider for future budget/policy revisions • No changes made

1325	Industrial Accident/Injury	<ul style="list-style-type: none"> • <i>“Does this policy address the Ryan White Act, hospital exposure testing, etc? How about FF occupational Exposure?”</i> 	<ul style="list-style-type: none"> • Medical Exposure (BBP/ATD) is addressed in the OFD Exposure Control Plan) • Occupational Exposure Policy is in place in the City of Oroville through existing policy • Additional FF exposure reporting be accomplished through peronline.org at the members discretion
1405	AED Use	<ul style="list-style-type: none"> • Have the AED checked on the Apparatus weekly 	<ul style="list-style-type: none"> • Items need to be checked daily and weekly. • Policy changed to reflect the differences
1505	Out of County/Finance	<ul style="list-style-type: none"> • Add bullet point regarding City of Oroville Credit card Policy 	<ul style="list-style-type: none"> • City policy exist regarding CC use. Need to add to ensure it is included
1620	Overtime	<ul style="list-style-type: none"> • Issue regarding if probationary FF should be added to the bucket on a experience and/or training benchmark • Past practice has been 18 months • Recent practice has varied 	<ul style="list-style-type: none"> • Overtime is a job benefit that cannot exclude probationary employees unless they are unqualified to fill the position(see IAFF MOU sec.28.2) • Personnel are hired as FF’s and should be qualified to work as one after their initial training/orientation which has been set at 90 days • Training benchmark

			<p>established for acting Engineer positions</p> <ul style="list-style-type: none"> • Policy changed to reflect these concerns
1625	Out of County	<ul style="list-style-type: none"> • Minimum time on a strike team before requesting relief 	<ul style="list-style-type: none"> • Policy changed. Language also addresses emergency relief as needed
1625	Out of County	<ul style="list-style-type: none"> • Issue with personnel working out of class and not being compensated while on strike team assignments 	<ul style="list-style-type: none"> • The department was potentially getting compensated for positions they were filling with lower paid position • To resolve this, qualified members working out of class on strike team assignments will receive out of class pay •
1630	CTO	<ul style="list-style-type: none"> • Need specific language on when to report attendance as CTO-T or CTO-R 	<ul style="list-style-type: none"> • Additional language added to specific what qualified for CTO-T/CTO-R that is not spelled out in the MOU
1635	Bid for Shift	<ul style="list-style-type: none"> • <i>“Suggest that if Captains are to bid for shift this process be completed before other ranks bid to ensure other ranks are aware of what Captains shift they are bidding”</i> 	<ul style="list-style-type: none"> • It is recognized this may be important information for OFD members • Policy changed as requested
1645	Uniform Standards	<ul style="list-style-type: none"> • <i>“Collar Brass: Collar brass is a military</i> 	<ul style="list-style-type: none"> • Agree with this assessment

		<p><i>custom developed to identify an officers rank. If every rank wears collar brass it eliminates the need for it. Suggest collar brass for Captains and above. Acting Captains when performing in the Capacity of a Captain”</i></p>	<ul style="list-style-type: none"> • Policy changes have been made to reflect insignia and collar brass as it relates to rank • Please review policy closely for changes
1645	Uniform Standards	<ul style="list-style-type: none"> • <i>“Would like to have a day of the month where the shift could wear a tie and dress hat while on shift”</i> 	<ul style="list-style-type: none"> • Believe this to be a unique way to keep tradition alive in the department • Will work on possible buy-in from the crews for a future revision • Deferred at this time
1645	Uniform Standards	<ul style="list-style-type: none"> • <i>“Suggest it be left up to the Captains discretion as to when the Class-B Workrite uniform shift be worn”</i> • <i>“Request Class-B worn for specific occasions; not to the discretion of each shift”</i> 	<ul style="list-style-type: none"> • Conflict between two request present • It is believe that both a standard and a level of discretion by the officers is appropriate • Policy changed to reflect concerns by establishing minimum requirements on use and authority/responsibility of Shift Captain
1645	Uniform Standards	<ul style="list-style-type: none"> • <i>“Add hooded sweatshirts to uniform policy; for PT if nothing else”</i> 	<ul style="list-style-type: none"> • No conflicts identified • Policy changed as requested for PT use only
1655	Training Benchmarks	<ul style="list-style-type: none"> • <i>“Change Engineer requirements for</i> 	<ul style="list-style-type: none"> • Will extend the original timeline to

		CSRO and RS from 6 months to 24 months”	<p>12 months to accommodate a more reasonable expectation</p> <ul style="list-style-type: none"> • 24 months may be a hindrance to the training goals of the department • Policy changed • Fixed minor errors
1715	Annual Medical Exams	<ul style="list-style-type: none"> • “Would like a policy that requires an annual medical exam” 	<ul style="list-style-type: none"> • After researching the issue, it appears that an annual medical exam is required per OSHA mandate • Identified requirements as a minimum for operational members of the department • New policy created and added to the policy manual
1720	Annual Fit Testing	<ul style="list-style-type: none"> • No internal policy exist 	<ul style="list-style-type: none"> • Policy created and added to the policy manual

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City of Oroville Fire Department	 Policy #1000
POLICY & PROCEDURES	
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House Keeping	REVISED DATE: 08/2014

Purpose

To establish a standard for keeping a clean, sanitary, and presentable fire station

Procedure

Shift

1. Store all personal items in the space provided
2. Store all food items in the designated refrigerator or pantry
3. Clean and disinfect all kitchen surfaces
4. Sweep and mop floors
5. Vacuum all carpets
6. Clean and disinfect toilets, sinks, and surfaces in bathrooms
7. Blow out apparatus room and gym

Weekly

1. Clean out shift refrigerator
2. Clean and organize laundry room, gym, upstairs, and EOC
3. Remove cobwebs and debris in and around apparatus room
4. Blow off parking lot and remove leaves and dirt
5. Mow lawns and trim edges
6. Empty trash cans (exterior)
7. Mop apparatus room floor
8. Clean and organize storage room, Z-Warehouse, and other sections as needed

Monthly

1. Changes HVAC filters (interior and exterior)
2. Clean and organize gas shed, SCBA room, and hose room
3. Removal of spider webs from exterior of building

Biannual

1. Clean solar panels on Station 1 and Z-Warehouse
2. Clear rain gutters of debris

City of Oroville Fire Department	 Policy #1010
POLICY & PROCEDURES	
STATION OPERATIONS	PAGE 1 of 1
Solar System	REVISED DATE: 08/2014

PURPOSE:

To extend the life and maintain operational efficiency of the solar power system

PROCEDURE:

- Extend enough hose to the roof to reach all panels effectively
- Inspect roof drainage to ensure all water will run off properly
- Use a fog pattern while avoiding a direct stream onto the panels
- Use only a soft-bristled brush to agitate
- Avoid direct streams to HVAC, radio, and other mechanical equipment on the roof
- Z-warehouse panels are to be cleaned with hose streams only. No personnel on the roof
- Clean a minimum of once per quarter

City of Oroville Fire Department	 Policy
POLICY & PROCEDURES	#1015
STATION OPERATIONS	PAGE 1 of 1
Station Communication Equipment	REVISED DATE: 08/2014

PURPOSE:

Identify radio communication equipment at station #1 and also address the proper use and maintenance of the radio communication equipment

PROCEDURE:

Speakers- Radio speakers are located throughout the facility. Many of the speakers have controls that allow for reducing the volume or to turn off the speaker entirely. These controls are not to be adjusted and are to remain at an audible level that allows for radio traffic to be clearly heard. If under special circumstances, the speaker must be turned down (training class), a portable radio must be available. Once the activity is completed, the speaker must be turned back to normal levels.

Radio Base- The radio base is located in the captain's office. The channel must remain on OFD Command Net. A secondary base radio is available and can be used to scan additional channels such as Butte Local. Adjustments to the station radio shall be made except by or with the permission of the Shift Captain.

Pagers- Pager/scanner systems may be permanently placed in the absence of a hard-wired speaker system. These units are placed to ensure personnel are alerted to emergencies while working in remote locations around the facility. These units are not to be removed nor setting adjusted

All personnel are responsible for maintaining communication and remaining ready to respond to emergencies.

City of Oroville Fire Department	 Policy #1020
POLICY & PROCEDURES	
STATION OPERATIONS	PAGE 1 of 1
Station Telephone Usage	REVISED DATE: 08/2014

PURPOSE:

Identify proper use and etiquette of OFD telephone lines

PROCEDURE:

Answering

1. All phone calls shall be answered in the following format

“Oroville Fire Department” “Rank” Last Name”

Taking Messages

1. Obtain name, company, and contact information
 2. Establish if message is urgent or routine
 3. Advise messenger the approximate date they can expect a return call
 4. Place message in mail box of intended receiver if they are not on duty
- All personnel are to check for messages at the beginning of their tour

Checking Messages

1. All personnel are assigned a voice mail box
2. All personnel are to check their voice mail box on the first day of their tour. Messages should be returned at the earliest possible convenience

Transferring Phone Calls

Action	Effect
Press “Flash” button on the phone base	A dial tone will be heard over the line
Enter the 4 digit extension number	You will hear the phone ringing through the receiver
Ring tone heard on receiver	Call properly transferred
Hang up	

City of Oroville Fire Department	 Policy #1025
POLICY & PROCEDURES	
STATION OPERATIONS	PAGE 1 of 2
Station Security	REVISED DATE: 08/2014

Purpose

Establish proper procedures and protocol in order to sufficiently secure the Oroville Fire Department building(s).

Procedure

Apparatus Bay

- Apparatus bay doors in the front of the building are to remain closed as often as possible. Doors are to be closed at all times when crews are on emergencies or away from the station
- All visitors in the apparatus room must have an OFD member accompany them. Special consideration should be given to children in the apparatus room
- All children must have active adult supervision at all times while on fire department grounds
- It is a good practice to notify on-duty Fire Engineers to the presence of children when possible

Living Quarters

- Due to the living environment that must be maintained due to extended shift work, the crew quarters (Captains office, day room, kitchen, bathroom, and dormitory) shall be considered a secure area not open to the public or visitors unless deemed appropriate by the Shift Captain. Any visitors posing a possible security, health, or sanitary threat shall not be allowed to enter the crew quarters

PPE Room

- The PPE equipment room is to remain locked when not in use. Access to the PPE room shall only be authorized by the PPE Coordinator or Shift Captains

City of Oroville Fire Department	 Policy #1025
POLICY & PROCEDURES	
STATION OPERATIONS	PAGE 2 of 2
Station Security	REVISED DATE: 08/2014

Investigation Office/ Upstairs

- The arson office contains fire investigation related materials and will only be accessible to members assigned to investigation duties.
- The coded door between the fire and police departments are to remained closed when not in use.

Vehicle Parking Area

- Personal vehicles are to be parked in designated areas only. Members are encouraged to lock and secure their personal vehicles at all times while on duty. At no time will personal vehicles be parked unattended in areas that impede movement of emergency vehicles.
- Parking in front of apparatus bay doors, occupied or not, is strictly forbidden

Z-Warehouse

- The Z-Warehouse is to remain locked and secured at any time that it is not in use. Particular attention should be paid to ensuring the building is secured after hours.

Perimeter Access

- Access through the perimeter gates is controlled by a electronic gate code. Each employee will be assigned the code in order to gain access.

Security doors

- Security door codes are for the use of OFD members only. Codes are not to be given out to friends, family, or associates that may visit the station. Exception will be made for access granted to cooperating agencies.
- Magnetic ID cards issued to OFD personnel may be used to gain access to the OPD. (cont) Access is limited to dispatch or other assigned areas only. Unless directed, only the Shift Captain will enter the OPD facility to attend to fire department business.



PURPOSE:

This policy describes the methods for identification, notification, and actions required to maintain the Oroville Fire facility.

PROCEDURE:

Routine Maintenance

The following chart depicts schedule for routine maintenance at Station 1

Item	Procedure	Schedule
HVAC	Change filters	1 st Sunday of the month
Landscape/Parking	Maintenance	Every Saturday
Bay Doors	Clean doors	July/January
Bay Doors	Wax tracks	July/January
Carpet	Cleaning	July/January
Floors	Wax (if applicable)	July/January
App Bay lights	Clean	July/January
Air Compressor	Drain tank	Jan, April, July, Oct
Solar Panels	Clean	March, October
Station Generator	Check/Maint.	Every Tuesday

Problem Identification

Identification of maintenance/repair needs is the responsibility of all department members. Although some problems may present themselves through routine maintenance, others may only be detected by members through the course of their regular duties. Although not a complete list, the following are guidelines on what all members should be diligent in detecting:

Safety Hazards

- Exposed wiring
- Improperly routed electrical cords/ current overdraw
- Trip/slip hazards
- Inoperable lights/low light areas

City of Oroville Fire Department	 Policy
POLICY & PROCEDURES	#1030
STATION OPERATIONS	PAGE 2 of 2
Station Maintenance	REVISED DATE: 08/2014

- Breaches in structural components (walls, windows, conduits, etc.)
- Loose structural components (hand rails, doors, cabinets, etc.)
- Objects stored too high or stacked improperly
- Unmark or improperly marked hazards
- Free or spilled fluids
- Water detected in interior spaces
- Improperly stored chemicals
- Improperly operating machinery

*** Identified safety hazards should be isolated and corrected as soon as possible.**

Notification

If a maintenance issue is discovered and not easily corrected, members should isolate the area, if necessary, and notify their Shift Captain. If the issue cannot be resolved properly with the departments' skill and resources, the proper city official shall be notified with the Duty Officers' notification and approval. If the issues continue beyond the shift that it was discovered, the on-coming shift shall be notified of the problem along with any pertinent information.

Actions

Oroville Fire Department members should only attempt repair or maintenance of the facility if there is sufficient skill, tools, and resources present necessary to complete the project properly and safely. If additional materials are required to do so, please refer to Oroville Fire Department policy # 1500- *Purchasing and Procurement*.

City of Oroville Fire Department	 Policy #1035
POLICY & PROCEDURES	
STATION OPERATIONS	PAGE 1 of 2
Inter-Departmental Communications	REVISED DATE: 08/2014

Purpose

To establish a standardized method of communications within the Oroville Fire Department

Procedure

The department shall use the following methods of communications:

- **ERS Message Center-** The Emergency Reporting System (ERS) message center shall serve as the primary means of day to day communication between members of the department. General information such as apparatus maintenance, scheduling, pass-down, and other daily activities are used to communicate to members throughout the department.
- **Written Memorandums-** This form of communications is available to all fire department employees. It shall be used to communicate any significant changes within the department that affect the entire department. Memos shall be posted on a clip board located in the Captains' office in a location accessible to all. Memos shall be initialed by all personnel once they have been read and understood. Memos shall remain on the clip board for 30 days at which time they shall be removed and filed under "Memo File" in the Captains office. Once placed in the memo file, they shall remain accessible by all personnel. Memos are to be returned to the file after use.
- **E-Mail-** All members are assigned an official email account. It is encouraged to use this email account when communicating with other city departments or persons and agencies outside of city government.
- **Cellular Telephones-** Department issued cellular telephones are for official business only with the exception of emergency or critical communications with family or other department members.
- **Landline Telephones-** Due to the living environment and long hours associated with fire service work, members are allowed to use landline telephones for personal use. Personal calls shall be limited during the hours of 0700-1700. Receiving personal phone

City of Oroville Fire Department	 Policy
POLICY & PROCEDURES	#1035
STATION OPERATIONS	PAGE 2 of 2
Inter-Departmental Communications	REVISED DATE: 08/2014

calls on landlines between the hours of 2100-0700 hours are highly discouraged to keep from disrupting emergency crews.

Messages taken for personnel not on duty or unavailable shall be written out on a three copy message pad. The main copy shall be inserted into the corresponding personnel mail box located in the Captains' office. Mailboxes shall be checked the morning on the first shift back for all personnel. Messages shall be responded to as soon as possible.

- **I-Pads**- Ensure I-Pads assigned to the apparatus are charged at the beginning of each shift and as needed thereafter.

City of Oroville Fire Department	 Policy #1040
POLICY & PROCEDURES	
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Chain of Command	REVISED DATE: 08/2014

Purpose

The purpose of this policy is to ensure that members are aware of the proper chain of command that is to be followed at all times. This applies not only to emergency operations, but all department functions.

Procedure

Emergency Response

The Oroville Fire Department recognizes and follows the FireScope Incident Command System (ICS) model along with the National Incident Management (NIMS) framework. Reference materials for each shall be available to all members within the department. ICS training is to be made available to all members in the department to maintain the following minimum requirements:

- Firefighter- ICS 100, 200, and NIMS 700
- Engineer- ICS 100, 200, and NIMS 700
- Fire Captain- ICS 100, 200, 300, and NIMS 700, 800

Routine Activities

Routine activities shall also follow a formalized chain of command. Firefighters and Engineers shall report to their shift Captain on all assignments. The only exceptions to this rule are:

- Personnel issues that would cause a conflict by using this channel of communication
- Personal issues that a member does not wish to make known, yet still requires assistance, such as the employee assistance program or workplace harassment issues. For such matters, members may appeal directly to their supervisor, a Chief Officer, The Chief of Department, or Human Resource representative as the employee sees fit for their situation.
- Union representation correspondences with management

Captains shall report directly to the Duty Officer. Chief Officers shall issue direction through the Shift Captains with the exception of memorandums, departmental orders, or newsletters.

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POLICY & PROCEDURES	
STATION OPERATIONS	PAGE 1 of 2
Ride-A-Long	REVISED DATE: 08/2014

Purpose

Establish parameters for individuals wishing to accompany emergency crews on duty

Procedure

- Civilian Ride-A-Long participants will be allowed to ride for no more than 24 hours in any 30-day period
- All participants must be at least 18 years of age
- Participants are to wear dark blue pants, dark blue plain T-shirt, and closed toe and heel shoes with non-slip soles
- Participants must fully complete and sign a liability waiver
- Participant must clear an OPD background clearance
- Participant must complete a ride along orientation prior to beginning

Fire Rescue Students

Students enrolled in fire suppression and/or EMS educational programs shall be allowed to ride with fire companies in order to fulfill their requirements as students. A signed liability waiver must be obtained and filed prior to the start of the Ride-A-Long. The following guidelines will apply to all students Ride-A-Long's:

- Students will be responsible for providing their own PPE
- Inspection of the students PPE will be made at the beginning of the shift by the company officer to ensure compliance with OFD standards
- Students shall be given an orientation of equipment and apparatus to ensure safety



- Students shall not leave the immediate supervision of company members while on emergency scenes unless given specific direction to do so
- Students will only be allowed to enter into IDLH atmospheres under the direction and supervision of a company officer
- Insubordinate action taken on an emergency scene will result in the immediate expulsion of the student from the Ride-A-Long program and their supervisor notified of the situation as soon as possible by the Duty Officer
- All students must be given an orientation to equipment and apparatus prior to their ability to respond on the apparatus
- A student shall be required to perform a fit test and issued an SCBA mask prior to being allowed into an IDLH atmosphere. If this fit test is not conducted they shall not be permitted to use SCBA equipment, nor enter IDLH atmospheres.
- Students may use their own academy-issued Scott 4.5 face piece as long as it is compatible with OFD SCBA equipment and the student has passed a fit test with the unit
- Students are expected to provide their own meals. If they wish to participate in crew feeding, they shall provide funding for their portion of the meal

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POLICY & PROCEDURES	#1050
STATION OPERATIONS	PAGE 1 of 1
Storage of Flammable/Dangerous Chemicals	REVISED DATE: 08/2014

Purpose

Identify types of chemicals that must be stores remotely
Identify the proper storage location and procedure for storing potentially dangerous chemicals

Procedure

- All flammable chemicals are to be stored in the metal shed located on the northwest side of the property.
- Chemicals are to be categorized, so as to avoid unintentional mixing of chemicals
- Fuels are to be stored in approved containers and labeled appropriately as to the exact type of fuel in the container (ie: Saw Mix 50:1)
- Chemicals are to be stored to prevent overheating and proper ventilation
- Unmark containers containing a chemical product are prohibited from being stored at station one. If temporary storage must be made, a tag is to be affixed to the container with the proper identifying information.
- An MSDS will be maintained for all chemicals stored at station one. The MSDS book is to be located inside of the apparatus room storage area.

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POLICY & PROCEDURES	#1055
STATION OPERATIONS	PAGE 1 of 4
Disinfecting and Decontamination	REVISED DATE: 08/2014

Purpose

- Provide procedure that will help reduce the risk of cross contamination to other areas such as the living quarters, apparatus, or equipment.

Procedure

- The Oroville Fire Department shall maintain a designated decontamination area at the apparatus bay sink. This area will be used to disinfect contaminated equipment. The department will provide the appropriate cleaning materials to stock the area.
- Before transporting contaminated equipment from the scene or the hospital to a designated cleaning area, these items shall be placed in a red biohazard bag.
- When cleaning contaminated items, proper PPE must be worn. See Oroville Fire Department Policy # 1700- *Blood-Borne Pathogens* for appropriate levels of protection.

Equipment Disinfection

Equipment that has been contaminated by a patient's blood or body fluids shall be decontaminated through cleaning and disinfecting or disposed of as contaminated waste.

- Environmental surfaces that have become soiled with blood or body fluids must be cleaned and disinfected using a 1:10 solution of bleach (one part bleach to nine parts water) or approved disinfectant/decontaminant cleaner. If using the bleach solution do not mix the bleach with any other type of cleaning/disinfecting agent. Wear gloves and use disposable paper towels to remove contaminants. After removal of visible material, decontaminate with bleach solution. Use clean paper towels to wipe bleach from affected area and allow to air dry. Dispose of the used paper towels as contaminated waste. If using the department approved "Surface Disinfectant/Decontaminant Cleaner", follow the directions on the container for disinfection/decontamination procedures.
- Reusable medical equipment, which does not enter the body or contact non-intact skin, must be cleaned with soap and hot water to remove all foreign materials after patient contact. If the equipment is contaminated with a patient's blood or body fluid, it must be decontaminated after use. Decontamination shall be accomplished by spraying a 1:10 solution of bleach (one part bleach to nine parts water) or by using an approved disinfectant/decontaminant cleaner. This

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STATION OPERATIONS	PAGE 2 of 4
Disinfecting and Decontamination	REVISED DATE: 08/2014

process will inactivate microorganisms such as HIV, HBV, tuberculosis, etc. After allowing to soak for a minimum of 10 minutes, rinse with water and allow to air dry before returning to service.

- Equipment that will contact mucous membranes or non-intact skin will be cleaned by scrubbing with soap and hot water to remove foreign matter such as blood or body tissue. Decontamination will be accomplished by:
 - Soaking the equipment in isopropyl alcohol (70%) for 10-30 minutes in an enclosed container or by using an approved disinfectant/decontaminant cleaner.
 - Rinsing with water and drying. This process will remove all foreign material and inactivate microorganisms such as HIV, HBV, and tuberculosis, thus reducing the risk of infection.
 - BLS equipment will be checked daily for cleanliness and readiness. Items that come into contact with patients will be given special attention in order to have them as clean as possible. The following areas will be checked:
 - Oxygen/EMS Kits - Bags or boxes shall have all surfaces cleaned with soap and water. Dirt and debris will be removed and contents will be orderly and not overstocked.
 - Spine Boards/Keds Boards - Clean with soap and water. Follow disinfecting directions listed above.
 - Suction Unit - Clean with soap and water to remove blood, food, or other particles. Follow
 - disinfecting directions listed above. Driver operators will be responsible for ensuring the cleanliness and completeness of stocked EMS equipment on the units that they are assigned to.

Disinfecting Clothing

Clothing that has been contaminated with a patient's blood or body fluids will be disinfected as follows:

- Contaminated clothing, including turnouts, will be changed as soon as possible and washed in detergent and hot water as recommended by the manufacturer.
- Contaminated uniform clothing will be washed at the fire station. Contaminated uniforms will be placed in a plastic bag to prevent any cross contamination of other uniforms, washed separately, and the washing machine should be cycled with a cup of bleach after clothing is

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Disinfecting and Decontamination	REVISED DATE: 08/2014

removed from machine. The Department does not recommend the laundering of contaminated clothing at home.

- Boots will be scrubbed with soap and hot water to remove contaminants. Wash the soles of footwear at the medical incident or as soon as possible, if contaminated with blood, body fluids, or other foreign material.

Hand Washing

The CDC states that "hand washing before and after contact with patients is the single most important means of preventing the spread of infection." Washing your hands after each patient is a must. Use soap and alcohol dispenser or approved waterless hand sanitizer (Preventx) mounted on fire apparatus when other wash facilities are not available. The Oroville Fire Department recommends that hand washing take a minimum of 30 seconds to properly rid the hands of protein matter, blood, secretions, and other contaminants picked up while handling patients. Vigorous scrubbing is essential. The following is one suggested method to wash hands:

- Wet hands up to 2-3" above wrists
- Apply hand-cleaning agent. Various agents and soaps are furnished for station use
- Rub hands vigorously to work up lather
- Using rotating motion, apply friction to all surfaces of hands and wrists, including backs of hands, between fingers, and around and under nails. Interlace fingers and rub up and down; continue for 15 seconds.
- Holding hands downward, rinse thoroughly, allowing the water to drop off fingertips.
- Repeat procedure
- Dry hands thoroughly with a paper towel
- Turn off faucet using a clean paper towel so as not to re-contaminate your hands on the dirty faucet handle.

Hand Sanitizer and Antiseptic Skin Protectant

The CDC recommends utilizing "Hand Hygiene". Hand Hygiene is the use of an alcohol based hand rub for routinely decontaminating hands. It is recommended that personnel utilize the approved hand sanitizer and skin protectant to kill germs on their skin and to provide additional protection against disease causing germs. Prophylactic use of this product can provide a protective barrier on the skin prior to coming in contact with a potentially infectious person. Follow manufacturer guidelines for use.

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Medical Waste

EMS operations produce medical waste. Medical waste is defined as any waste generated at an EMS scene. Proper disposal depends on whether such waste is contaminated with liquid, solid, or sharp properties. The purpose of this procedure is to ensure our members' and the public's safety by identifying hazardous medical waste and how to deal with it in a safe manner. Medical waste contaminated (or suspected of contamination) with blood or other potentially infectious material (OPIM) shall be treated as infectious as all patients are assumed to be infectious. Solid contaminated waste shall be placed in a red, bio-hazardous labeled plastic bag and disposed of into infectious waste containers located in the transporting ambulance or at the receiving hospital. If this is not possible, the biohazard containers at the fire stations should be used. Disposable equipment shall be disposed of as contaminated waste after patient use.

Non-contaminated waste such as packaging for such supplies as IVs, 4x4s, and tubing should be disposed of in any available garbage/container. Liquid waste shall be poured into the sewer system through the toilet. DO NOT pour into station sinks. Body fluids in public areas will be flushed with water into a sewer or storm drain. Extremely soiled, bloody blankets shall be disposed of as contaminated waste, preferably at the hospital. Sharp medical waste shall be placed in a "Sharp Shuttle" or container at the scene. Recapping of contaminated sharps should only occur if there is no Sharp Shuttle or container available. If recapping is the only option, please use the one handed technique as described below:

- Hold IV needle with one hand
- Place sheath on the ground or flat surface
- Keep second hand clear and manipulate IV into sheath. Mechanical re-sheathing devices (Point-Lok) may also be used.

Blood Cleanup/Wash Down on EMS Incidents

Blood at private residences and businesses resulting from the injury will be the responsibility of the homeowner, resident or business owner. Blood remaining on scene at an EMS incident in public or in public right of ways will be decontaminated with bleach mixture or approved disinfectant/decontaminate and flushed with water.

City of Oroville Fire Department	 Policy #1060
POLICY & PROCEDURES	
STATION OPERATIONS	PAGE 1 of 1
Rest and Recovery Areas	REVISED DATE: 08/2014

Purpose

To identify rest and recovery areas of OFD station one and their proper use.

This policy covers the area of the fire department that are routinely used for rest and rehabilitation of on duty fire personnel. These areas consist of the day room, dormitory, and upstairs living space.

Procedure

- The day room may be occupied between the hours of 1200 to 1300 hrs and 1700 to 0800 hrs
- Day room hours may be altered by the Shift Captain to compensate for break interruptions and preparation for night time activities. The use of television is also included in these hours
- The exception to these hours is use of the day room for official OFD business, training drills, or as required to complete assignments
- The dormitory may not be occupied for rest during the hours of 0700 to 1200 hrs and 1300 to 1700 hrs
- Exceptions to the dormitory hours may be made by the shift Captain under extenuating circumstances (such as high call activity for extended periods)
- These hours do not pertain to off going crews who may require additional rest prior to safely returning home
- Members who require additional rest prior to leaving the facility shall be accommodated if appropriate
- Each member is required to keep their bunks in a neat, clean, and orderly manner. Bedding shall be made up prior to 0900 hrs each morning
- The upstairs living space is subject to the same hours of use as the dormitory for any activity other than official business such as trainings, meetings, etc

City of Oroville Fire Department	 Policy #1065
POLICY & PROCEDURES	
STATION OPERATIONS	PAGE 1 of 1
Bauer Compressor	REVISED DATE: 08/2014

Purpose

Identify the proper use and maintenance of the Bauer compressor

Procedure

- All OFD members must receive training and be signed-off by the department training officer prior to using the Bauer Compressor unit
- The Bauer compressor may be used to fill SCBA units
- Only SCBA bottles that have a current hydrostatic testing date clearly stamped on the bottle may be filled
- SCBA bottles of cooperating agencies may be filled with the unit. All bottles filled for outside agencies must be properly logged with the form provided on the Bauer unit
- The Bauer Compressor is to be checked weekly on the same day as the “Admin Weeklies”
- Checks of the Bauer Compressor include:
 - a) Inspection of storage cylinders
 - b) Inspection of all airlines
 - c) Inspection of all gauges
 - d) Operation of the pressure limiting valve
 - e) Confirm proper amount and quality of compressor oil
 - f) Inspect condition of compressor and associated items
 - g) Test operation of the unit/ fill cylinders if needed
 - h) Clean as needed
- Confirmation for checking the Bauer Compressor shall be documented on the “*Weekly Check-Off*” form

City of Oroville Fire Department	 Policy #1100
POLICY & PROCEDURES	
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Apparatus Inspection and Maintenance	REVISED DATE: 08/2014

Purpose

Identify specific responsibility for fire department personnel in the inspection and maintenance of fire apparatus

Procedure

Emergency response apparatus, including engines and truck(s) shall be checked for operational readiness on a daily basis. Apparatus operators shall check apparatus and associated equipment at the beginning of their shift, immediately following pass-down. Apparatus readiness shall be the responsibility of the assigned Engineer. Assistance with daily or weekly checks by other personnel will be used at the discretion of the assigned Engineer.

Daily checks are to be logged on the "Daily Apparatus Log" located in the cab of each unit. The Engineer completing daily checks on the last day of the month are to file the completed monthly log and replace with a blank form. The following is to be done at the beginning of every 24 hour tour:

- 1) Visual inspection of all sides of the apparatus. Clean as needed
- 2) Tire check for wear, tread condition and depth, defects, alignment, and pressure
- 3) Operation of all major mechanical systems according to DMV/DOT regulations including COLA
- 4) Inspection and operational checks of SCBA's including PASS devices, primary and secondary regulators, harness and bottle condition, and bottle pressure
- 5) Cab fully stocked with medical PPE, sanitation, map and preplan books, and vehicle documentation
- 6) Proper pump operation including a PRV valve test
- 7) Ensure proper amount of booster tank water is present through direct visualization
- 8) Brass box fully stock and inventoried. All appliances and tools accounted for
- 9) Forcible entry tools present and in good condition
- 10) Extrication power unit check including fuel and hydraulic fluid check. Daily start required
- 11) Extrication hoses and associated equipment present and in good repair
- 12) Water pressure extinguisher present, charged, and in good repair
- 13) Dry chemical extinguisher present, charged, and in good repair

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Apparatus Inspection and Maintenance	REVISED DATE: 08/2014

- 14) Hand tools present, clean, and in good repair
- 15) Ice chest stocked with fluids and fresh ice
- 16) Fan blower fuel and start check
- 17) Powered hand tools present, clean, and batteries charged
- 18) Chain saw fuel and start. Bar oil full; bar and chain in good repair with adequate adjustment
- 19) Rapid Intervention Crew (RIC) pack present, clean, bottle full with all necessary components present
- 20) AED present, clean, and charged, spare battery, two sets of pads, Smart Key (if applicable). "Normal Operation" light flashing.
- 21) Suction unit- Present, clean. Charged battery. Suction tubing, canister, and French tip catheter present
- 22) Trauma bag present, clean, and fully stocked to SSV specifications
- 23) Oxygen bottle charged and free of leaks
- 24) Medical compartment meets inventory requirements

Weekly apparatus checks shall included all requirements of the daily check in addition to the following:

- 1) Full visual check of the under-carriage.
- 2) Check all fluids such as oil, hydraulic, antifreeze, and cleaners
- 3) Inspection of air filters
- 4) Visual inspection of pump components
- 5) Flushing of the water tank
- 6) Clean out of compartments as needed
- 7) Thorough cleaning of equipment and tools
- 8) Fluid check on all small engines
- 9) Re-bedding of maladjusted hose
- 10) Extension of aerial waterway for cleaning and lubrication (truck)

Repairs

Minor repairs that are within the scope of skill and available tools and supplies of personnel are allowed. If such repairs will delay the response of the apparatus for more than two minutes, it shall be down staffed for such repairs. Any malfunction of apparatus that affects critical systems such as breaking, steering, lighting, or other conditions that warrant it to not be road worthy, shall be removed from service immediately. In these situations the shift Captain shall be

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Apparatus Inspection and Maintenance	REVISED DATE: 08/2014

notified immediately.

In the event that an apparatus is taken out of service, the Duty Chief shall be notified. Repairs needed that are beyond the scope of available personnel shall be referred to the Oroville City Mechanics Shop. Such correspondences shall be made by the Shift Captain.

Alterations to Apparatus or Equipment

Any alteration to apparatus, removal or addition of equipment, or changing the location of equipment shall be coordinated by all shift Captains with final approval of the Fire Chief or his designee. Any alteration to apparatus or associated equipment shall be communicated to all personnel prior to initiating such action. Exception to this shall be acceptable to temporarily allow Captains to maintain operational readiness in the event of equipment failure or temporary and specific operational needs.

Cross-Staffed Apparatus

Any apparatus that is considered crossed-staffed is to be checked and maintained to the same specifications outline in this policy for front line apparatus. If the front line apparatus is staffed with three personnel, the Firefighter may be charged with checking the crossed staffed unit. If the front line apparatus is staffed with two personnel, the Company Officer of that unit will be charged with checking the crossed staffed unit.

Reserve Apparatus

Reserve apparatus are to be checked on a weekly basis and such inspections shall conform to the "Weekly Checks" specification outlined in this policy. If the reserve apparatus is placed into service it shall comply with the "Daily Checks" provision of this policy prior to staffing.

City of Oroville Fire Department	 Policy #1105
POLICY & PROCEDURES	
APPARATUS	PAGE 1 of 1
Support Vehicle Maintenance and Inspection	REVISED DATE: 08/2014

Purpose

Specify requirements for support vehicles inspection and maintenance to ensure operational readiness at all times.

Procedure

All support vehicles are to be checked on a weekly basis. The check shall include the following:

- 1) Visual inspection of all sides of the vehicle for damage
 - 2) Tire inspection for wear, tread, pressure, alignment, and fasteners
 - 3) Fluid check including oil, brake, antifreeze, and transmission
 - 4) Wear of fan/alternator belts and connections
 - 5) Check of all operational components and code 3 lights
 - 6) Brake operation
 - 7) EMS equipment inventory
 - 8) Vehicle documentation including registration and insurance
 - 9) Mobile radio operation
- Support vehicle inspection and maintenance activity is recorded on the form titled "Weekly Check off Sheet" located in the Captains' office

City of Oroville Fire Department	 Policy #1110
POLICY & PROCEDURES	
APPARATUS	PAGE 1 of 2
Vehicle Fueling	REVISED DATE: 08/2014

Purpose

To identify specific procedure for fueling city vehicles for official city business

Procedure

- Fuel resources maintained by the city are to be used for official city business only.
- At no time is it permitted to fuel private vehicles unless the vehicle use is necessary and approved for official city business
- Thorough documentation must be completed and approved by the Fire Chief before any fueling of private vehicles will be permitted

Fueling of city vehicles will be done at the City maintenance yard located on Mitchell Ave. The following information must be entered into the pump kiosk in order to fuel:

- Driver Number (2-3 digit number)
- Driver password (4 digit number)
- Unit Number
- Odometer reading
- Pump number (1 or 2)

Out of City Fueling

If fueling of city vehicles is necessary while out of the Oroville area, a city credit card will be issued to the member responsible for the vehicle. Complete documentation of the transaction is to be kept and turned into administration upon return to Oroville. The following information shall be recorded with administration:

- Fuel purchase receipt
- Odometer readings upon departure from Oroville
- Odometer readings upon each fueling stop
- Odometer reading upon return to Oroville

If utilizing a private vehicle while on official city business outside of the Oroville area, fueling cost reimbursement will be made on a mileage reimbursement basis. Approval for travel expenses must be obtained prior to departure.

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Vehicle Fueling	REVISED DATE: 08/2014

Strike Team/ Mutual Aid Assignments

When a fire company of officer is assigned to an incident outside of the Oroville area, fueling purchases may be made with the city credit card issued to the company officer. Fueling purchases should only be made if outside of the Oroville area and not within reasonable range of the incident fueling facilities. When making these purchases, the same documentation required for the “Out of Town Fueling” criteria stated above shall also apply here.

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Ladder Maintenance	REVISED DATE: 08/2014

Purpose

To set forth standards to be followed by OFD for maintenance of fire ladders

Procedure

Cleaning

1. Use a soap and water mixture
2. Be sure to flush inside the rails and rungs
3. Additional option to use a liquid car wax and Scott brand green scrub pad to buff the surface to a smooth finish
4. Be sure to clean and re-wax the slide areas at the same time
5. Take care not to wash off heat sensor labels

Inspection

1. Ground ladders should be inspected weekly and after each use
2. Check for warps, cracks, heat damage or broken structural members
3. Ensure proper operation of dogs, hooks, and locks
4. Inspect halyard and pulley(s) for damage and security
5. Inspect tip and butt for secure components
6. Ensure heat sensors properly placed
7. Ensure ladder fly(s) move easily from the bed section
8. Ground ladders will be tested annually by a qualified inspection and testing company

Aerial Ladder

1. Check daily, weekly, annually, and after each use
2. Daily checks should include a visual inspection for trueness, secured components and accessories, proper mode (rescue) and an inspection of the turn table and operating systems
3. Weekly checks should include daily checks in addition to a mechanical trial of vehicle stabilization and aerial systems to ensure all work properly. This check also includes lubrication of the waterway (see Operators Manual)
4. Annual inspection and testing shall be done by a certified ladder inspection and testing company

City of Oroville Fire Department	 Policy #1120
POLICY & PROCEDURES	
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Fire Pump Testing	REVISED DATE: 08/2014

Purpose

To set forth standards to be followed by OFD for daily, weekly, and annual pump testing requirements of fire suppression apparatus

Procedure

Daily

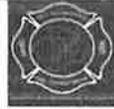
- Engage the pump
- Operate tank to pump valve
- Build pressure (minimum of 150 psi)
- Ensure PRV is operational
- Ensure booster tank and foam cells are full

Weekly

- Operate all valves, levers, and switches
- Lubricate as necessary
- Check proper pump packing adjustment (On select apparatus)
- Operate all peripheral pump systems (i.e. foam) to ensure operation
- Ensure to flush all foam from discharges, drain valves, manifolds, with water until no foam is visible

Annual

- All fire pumps will be tested annually
- All annual fire pump testing will be completed to NFPA standards
- OFD will designate a pump test program manager to ensure testing is completed and record management for each apparatus is in place
- Local reservoirs for testing include:
 - Chico pump test pit
 - Cherokee Road reservoir



E-5	Load	Type	Diameter	Length	*VR
	Cross Lay 1	D.C. Load	1 ¾	200'	1
	Cross Lay 2	D.C. Load	1 ¾	200'	1
	Rear Attack (top)	Triple Fold	1 ½ S.J.	200'	6-1
	Rear Attack (bottom)	Triple Fold	1 ½ S.J.	200'	6-2
	Hilson Load	Combination	2 ½ to 1 ¾	300' and 150'	6-3
	Blitz/Supply	Flat	2 ½	500'	6-4
	Bumper Tray	Flat	1 ¾	100'	3
	Supply	Flat	5	600'	6-5
**	Hose Pack (x 3)	Pack	1 ½	200'	--
**	Hose Pack	Pack	1	300'	--

T-1	Load	Type	Diameter	Length	*VR
	Cross Lay 1	D.C. Load	1 ¾	200'	4-1
	Cross Lay 2	D.C. Load	1 ¾	200'	4-2
	Cross Lay 3	D.C. Load	2 ½	200'	4-3
	Blitz/Supply	Flat Load	2 ½	600'	--
	Bumper Tray	Flat	1 ¾	100'	5
	Supply	Accordion	5	600'	--

***Visual References**

**** Seasonal Items**



Purpose

Identify the appropriate hose load specification on OFD apparatus

Procedure

E-1	Load	Type	Diameter	Length	*VR
	Cross Lay 1	D.C. Load	1 ¾	200'	1
	Cross Lay 2	D.C. Load	1 ¾	200'	1
	Rear Attack (top)	Triple Fold	1 ½ S.J.	200'	2
	Rear Attack (bottom)	Triple Fold	1 ½ S.J.	200'	2
	Hilson Load	Combination	2 ½ to 1 ¾	300' and 150'	2-3
	Blitz/Supply	Flat	2 ½	500'	2-2
	Bumper Tray	Flat Load	1 ¾	100'	3
	Supply	Flat	5	600'	1-1
**	Hose Pack (x 3)	Pack	1 ½	200'	--
**	Hose Pack	Pack	1	300'	--

E-2	Load	Type	Diameter	Length	*VR
	Cross Lay 1	D.C. Load	1 ¾	200'	1
	Cross Lay 2	D.C. Load	1 ¾	200'	1
	Rear Attack (top)	Triple Fold	1 ½ S.J.	200'	2-5
	Rear Attack (bottom)	Triple Fold	1 ½ S.J.	200'	2-4
	Hilson Load	Combination	2 ½ to 1 ¾	300' and 150'	2-3
	Blitz/Supply	Flat	2 ½	500'	2-2
	Bumper Tray	Flat Load	1 ¾	100'	3
	Supply	Flat	5	600'	2-1
**	Hose Pack (x 3)	Pack	1 ½	200'	--
**	Hose Pack	Pack	1	300'	--

City of Oroville Fire Department



Policy

POLICY & PROCEDURES

#1125

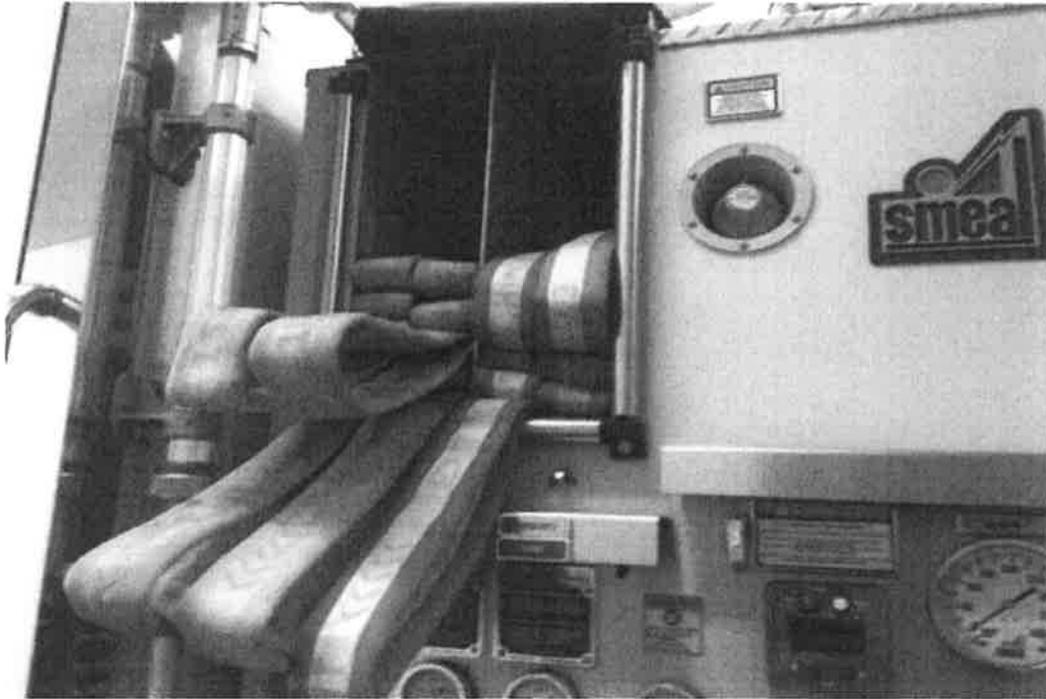
APPARATUS

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Hose Load Configuration

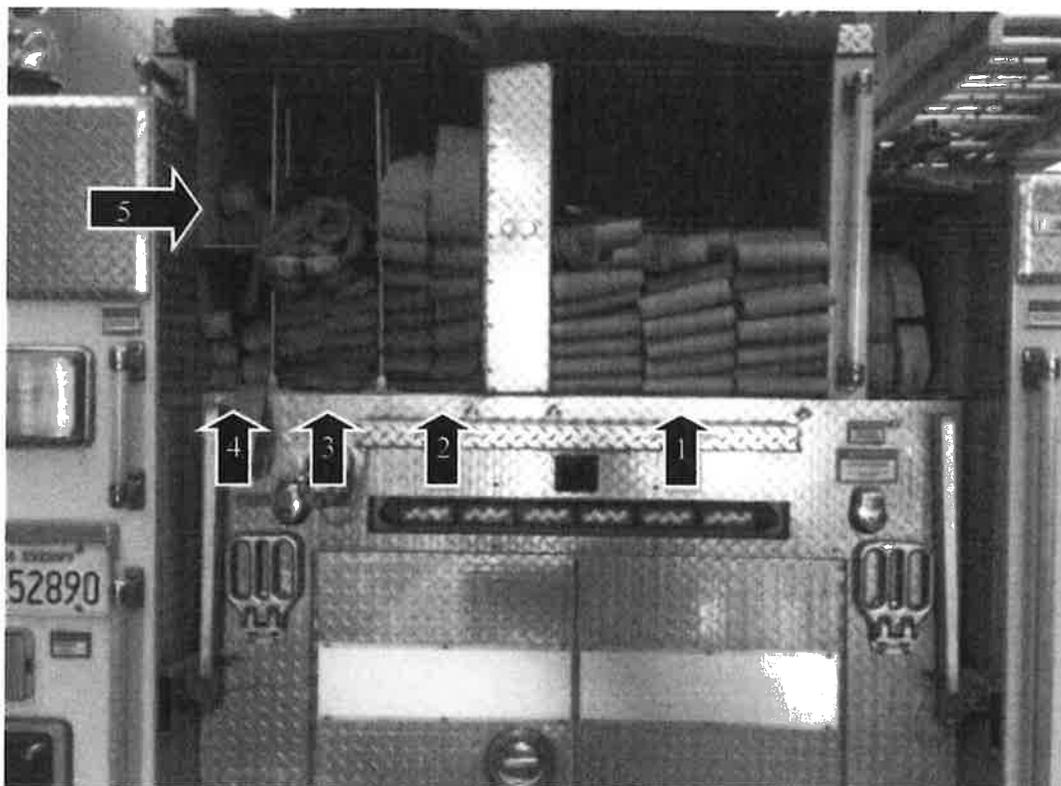
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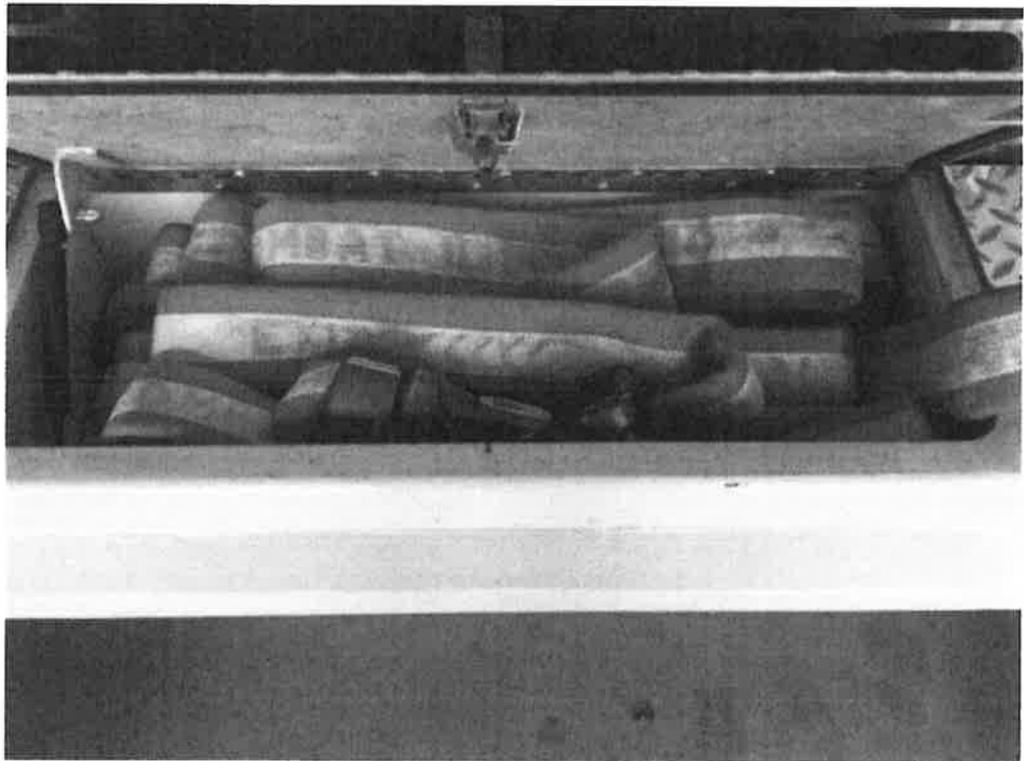
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- VR-4





- VR-5



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- VR 6



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Apparatus Work Orders	REVISED DATE: 08/2014

Purpose

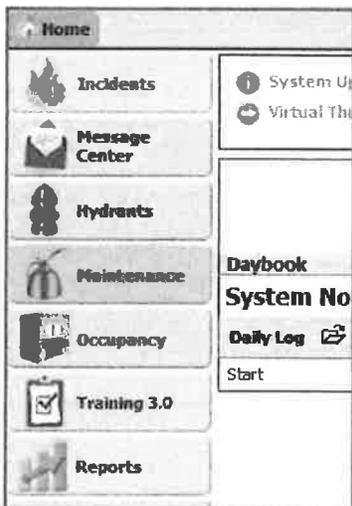
To establish proper procedure to communicate apparatus maintenance and repairs needs with the Oroville City mechanics shop

To ensure maintenance and repairs of apparatus and vehicles are completed in a timely and efficient manner

Procedure

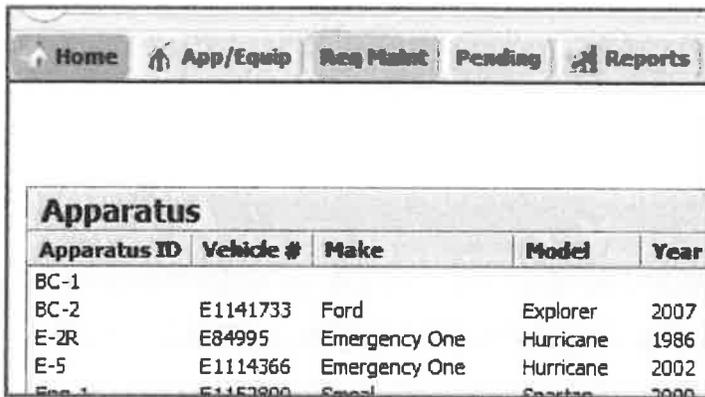
- Log into account at emergencyreporting.com

1) From the home page, select the **Maintenance** tab on the left tool bar



City of Oroville Fire Department		Policy
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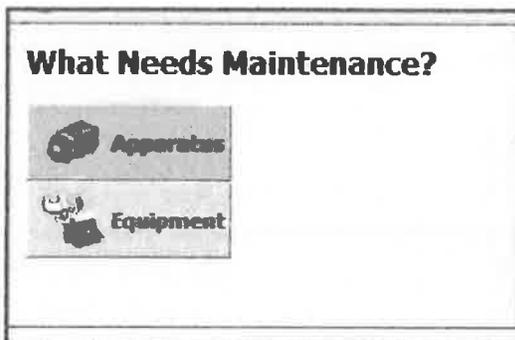
2) Select the **Request Maintenance** tab at the top of the page



The screenshot shows a web application interface with a navigation menu at the top containing 'Home', 'App/Equip', 'Req Maint', 'Pending', and 'Reports'. Below the menu is a table titled 'Apparatus' with the following data:

Apparatus ID	Vehicle #	Make	Model	Year
BC-1				
BC-2	E1141733	Ford	Explorer	2007
E-2R	E84995	Emergency One	Hurricane	1986
E-5	E1114366	Emergency One	Hurricane	2002
E-1	E1157800	Emergency One	Hurricane	2000

3) Select the **Apparatus** tab



The screenshot shows a dialog box titled 'What Needs Maintenance?'. It contains two radio button options: 'Apparatus' (selected) and 'Equipment'.

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4) Select the appropriate vehicle from the list (double-click)

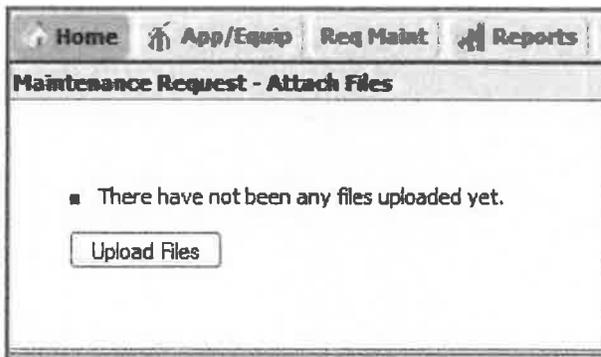
Select Apparatus	
ID	Vehicle #
BC-1	
BC-2	E1141733
E-2R	E84995
E-5	E1114366
Eng-1	E1152890
Eng-2	E1154021
FC-1	
FC-2	E1351050
Trk-1	E1114395

5) Fill out the Maintenance Request form

Maintenance Request	
Requested Date	07/30/2014
Request Title	<input type="text"/>
Scheduled Date	<input type="text"/>
Type	<input type="text"/>
Odometer	<input type="text"/>
Engine Hours	<input type="text"/>
Describe Problem	<input type="text"/>

City of Oroville Fire Department	 Policy #1130
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6) By clicking **Next**, you will have an opportunity to attach files as necessary. This is a good place to add pictures. This may help the mechanics understand the problem



Home App/Equip Req Maint Reports

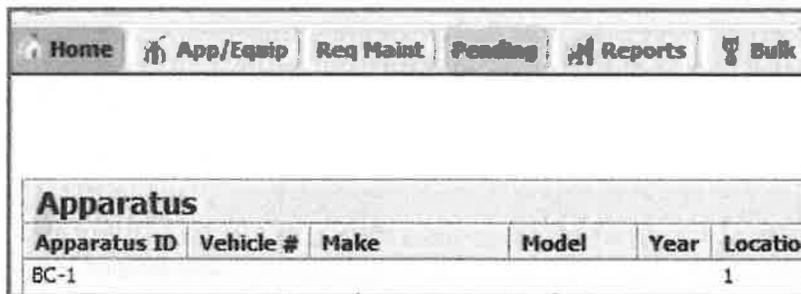
Maintenance Request - Attach Files

■ There have not been any files uploaded yet.

Upload Files

Monitoring Work Orders

1) In order to view pending or completed work orders, select the **Pending** tab at the top



Home App/Equip Req Maint **Pending** Reports Bulk

Apparatus

Apparatus ID	Vehicle #	Make	Model	Year	Location
BC-1					1

- ERS allows fire officers to communicate online with city mechanics on apparatus maintenance and repair issues
- ERS allows for proper documentation of pending and completed work completed
- It remains the Shift Captains responsibility to confirm operational status of apparatus and department vehicles



Purpose

Define proper equipment and hardware carried on Truck 1

Ensure apparatus are in a response-ready mode at all times while in-service

Procedure

- Apparatus is to maintain a standardized level of equipment and supplies at all times while in service
- Any changes to the standardized list is to be done by proper procedure (*cross reference policy #1100*)

Compartment	Quantity	Item
C1	2	Portable Light
C1	1	Cord Reel
C1	2	Pig Tail
C2	1	Saline
C2	1	OB Kit
C2	1	Suction Unit
C2	1	KED
C2	1	Sager Device
C2	1	Trauma Bag
C2	1	C-Spine Bag
C2	1	AED
C2	2	Smoke Detector
C2	1	Water Extinguisher
C2	1	Lift Assist Harness
C2	1	BP Cuff Kit
C2	1	Dry Chemical Extinguisher
C3	2	Flat Head Axe
C3	2	Pick head Axe
C3	2	Sledge Hammer
C3	2	Closet Hook
C3	2	Wrecking Bar

City of Oroville Fire Department



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#1135

APPARATUS

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Truck 1 Inventory

REVISED DATE: 08/2014

Compartment	Quantity	Item
C3	1	Halligan
C3	1	Irons (Married Set)
C3	1	Vice Grip and Chain
C3	1	K-Tool
C4	1	Shoring Tool Box
C4	1	Tool Kit/ Tool Box
C4	1	Large Area Search Bag
C4	1	RIC Pack
C4	2	Box of Nails
C4	2	Hydraulic Jack
C4	1	Rec Saw/ Cordless
C4	1	Rec Saw/ Corded
C4	1	Assorted Spray Paint/ Bag
C4	2	Plastic Sheeting
C4	1	Thermal Imager
C5	2	M440 Chainsaw
C5	1	TS420 Circular Saw
C5	1	Makita Circular Saw
C5	1	Assorted Circular Saw Disc
C5	1	Honda Gas Blower/ Fan
C5	1	Saw Kit
C5	1	Mixed Fuel Cell (1.5 gal.)
C5	1	Regular Fuel Cell (1 gal.)
C6	2	Truck Belt
R1	2	Salvage Cover
R1	1	Carry All
R2	1	35' Extension Ladder
R2	1	15' A-Frame Ladder
R2	1	16' Roof Ladder
R2	1	24' Extension Ladder
R2	1	Attic Ladder (folding)
R2	1	6' Pike Pole
R2	1	8' Pike Pole
R2	1	12' Pike Pole
R2		6' NY Hook
R2	1	8' NY Hook
R2	1	6' Rubbish Hook

City of Oroville Fire Department



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POLICY & PROCEDURES

#1135

APPARATUS

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Truck 1 Inventory

REVISED DATE: 08/2014

Compartment	Quantity	Item
R2	1	8' Rubbish Hook
R2	1	Long Board
R2	4	Pry Bar
R2	1	Square Shovel
R2	1	Round Shovel
R2	1	Scoop Shovel
R3	3	Salvage Cover
D1	1	Cord Reel
D1	2	Portable Light
D2	1	Road Triangles/ Set
D2	1	Sprinkler box
D2	7	Fussee
D2	1	Hydrant Wrench
D2	2	Spanner Wrench
D2	2	Stortz Wrench
D2	1	Rubber Mallet
D2	1	4 ½ - 2 ½ Increaser
D2	1	Stortz - 2 ½ Reducer
D2	1	Stortz - 4 ½ Adapter
D2	1	Stortz - 4 ½ Male Adapter
D2	2	2 ½ x 1 ½ Gated Wye
D2	2	2 ½ Double Female
D2	1	2 ½ Double Male
D2	1	1 ½ Double Female
D2	1	1 ½ Smooth Bore Nozzle
D2	1	2 ½ to 2 ½ Wye
D2	1	Stortz to 2 ½ Wye
D2	1	5" Hose Clamp

City of Oroville Fire Department**Policy****POLICY & PROCEDURES****#1135****APPARATUS****PAGE 4 of 4****Truck 1 Inventory****REVISED DATE: 08/2014**

Compartment	Quantity	Item
D3	3	PFD
D3	3	Rescue Helmet
D3	3	Throw Bag
D3	3	Class III Harness
D3	1	Bag of Webbing
D3	6	Picket
D3	2	Rope (300') with Bag
D3	1	Rope (100') with Bag
D3	1	Hardware Bag/ RPM
D4	1	Air Bag Kit (s,m,l)
D4	32	4x4 Wedge (18")
D4	32	4x4 Wedge (12")
D4	16	2x4 Cribbing (18")
D4	16	4x4 Cribbing (18")
D5	1	Halmatro Set (cut, spread, ram, O'Connell)
D5	1	Dry Sweep
D5	1	Extrication Blanket
D5	1	Plug and Dike
D5	1	Rescue 42 Kit
D5	2	Step Chalk
D5	1	Glass Master
D6	4	Colorado Belt
CAB	3	Box Light
CAB	1	Map Book
CAB	1	Knox Box/ Pre-Plan Book



Purpose

Define proper equipment and hardware carried on Engine 1/ Engine 2

Ensure apparatus are in a response-ready mode at all times while in-service

Procedure

- Apparatus is to maintain a standardized level of equipment and supplies at all times while in service
- Any changes to the standardized list is to be done by proper procedure (*cross reference policy #1100*)

Compartment	Quantity	Item
C1	1	KED
C1	1	Sager Device
C1	1	OB Kit
C1	1	Saline
C1	1	Burn Kit
C1	1	Trauma Bag/ Stocked
C1	1	AED w/ accessories
C1	2	C-Spine Bag
C1	1	Vacuum Splints/ Set
C1	1	Patient Carrier Canvas
C1	1	Pub Ed Supply Kit
C2	1	Carry All (First out only)
C2	1	Salvage Cover
C2	1	Saw Kit
C2	1	STIHL Chainsaw
C3	1	50' Extension Cord
C3	1	Portable Light
C3	1	Honda Generator
C3	1	Blower

City of Oroville Fire Department



Policy

POLICY & PROCEDURES

#1140

APPARATUS

PAGE 2 of 3

E1 / E2 Inventory

REVISED DATE: 08/2014

Compartment	Quantity	Item
C3	1	Fuel Can
R1	1	10' Pike Pole
R1	1	6' Pike Pole
R1	1	6' Hook
R1	1	6' Rubbish Hook
R1	1	Push Broom
R2	1	Glass Master
R2	1	Strut Accessory Bag (First out only)
R2	2	Road Cones
R2	1	Combi- Cutter
R2	1	Ram
R2	1	Shears
R2	1	Halmatro Power Unit
R2	2	Hydraulic Hose
R2	1	O'Connell Plate
R2	1	Glass Blanket
R2	1	Dry Sweep, Container
R2	1	Plug-And-Dike
R3	2	Backboards
R4	1	Rescue Strut, Short (First out only)
R4	1	Rescue Strut, Long (First out only)
D1	1	Tool Kit
D1	1	Sprinkler Box
D1	1	Tow Eyes
D1	1	Road Triangles, Set
D1	1	Wildland Nozzle w/ Shut- Off
D1	1	Akron 250-1250 Fog Nozzle
D1	2	2 ½ Double Female
D1	2	2 ½ Double Male
D1	2	2 ½ to 1 ½ Reducer
D1	1	1 ½ Double Female
D1	1	2 ½ Cap
D1	1	1 ½ Cap
D1	1	1" Nozzle SBP
D1	1	2 ½ to 1 ½ Gated Wye
D1	1	2 ½ to 2 ½ Gated Wye
D1	1	Stortz to 2 ½ Reducer

City of Oroville Fire Department**Policy****POLICY & PROCEDURES****#1140****APPARATUS****PAGE 3 of 3****E1 / E2 Inventory****REVISED DATE: 08/2014**

Compartment	Quantity	Item
D1	1	4 ½ Stortz Adapter
D1	1	Duct Tape, Roll
D1	1	Caution Tape, Roll
D1	1	Wildland Hose Clamp
D1	1	Hose Roller
D1	1	Rubber Mallet
D1	1	Hydrant Wrench
D1	2	Spanner Wrench
D1	2	Stortz Spanner Wrench
D1	1	Pipe Wrench
D1	1	Pin Lug
D1	1	5" Hose, 50' Section
D2	1	SCBA Unit
D2	1	100' Utility Rope
D2	1	RIT Pack w/ Accessories
D2	1	Pick Head Axe
D2	1	Flat head Axe
D2	1	Sledge, 8 lbs.
D2	1	Halligan
D2	1	4' Pinch Point Pry Bar
D2	1	Bolt Cutter, Large
D3	1	Water Extinguisher
D3	1	Dry Chemical Extinguisher, 40 lbs.
D3	1	Cribbing, Set
D3	1	5" Hose Clamp
D3	1	Cooler, 15 Qt.
D3	1	Combi-Tool, Wildland
D3	1	Pulaski, Wildland
D3	1	McCloud, Wildland
D3	1	Shovel, Square Point

City of Oroville Fire Department		Policy
POLICY & PROCEDURES		#1200
FIRE RESCUE EQUIPMENT		PAGE 1 of 3
Hose Testing, Cleaning, and Storing		REVISED DATE: 08/2014

Purpose

To ensure the Oroville Fire Department has highly reliable fire hose available for use

Procedure

- All fire hose stock owned by the Oroville Fire Department will be tested annually and when hose is suspected to have sustained damage
- A single member of the department will be assigned as the Hose Manager. This position is responsible for oversight and record keeping
- The Hose Manager will evenly distribute the hose testing workload between the three shifts. Assignments will rotate annually, unless hose testing is contracted out for the year
- All hose testing will be done between March 1st through April 30th
- Hose is to be tested in the following manner:
 - Ensure all personnel working in the area utilize proper PPE
 - Established hose lays of not more than 300 feet a piece
 - Ensure all coupling gaskets are present and in good condition before connecting
 - Mark hose directly behind each couple to measure slippage after test
 - Connect nozzle at the end of each lay
 - Connect lays to hose testing unit
 - Bleed all air out of lines with the nozzle
 - Operate the hose testing unit at the proper pressure

City of Oroville Fire Department	 Policy #1200
POLICY & PROCEDURES	
FIRE RESCUE EQUIPMENT	PAGE 2 of 3
Hose Testing, Cleaning, and Storing	REVISED DATE: 08/2014

Post Test

- Ensure hose jacket and liner did not fail during test by conducting a post-test inspection
- Check to ensure hose jacket did not slip more than 3/8" during the test
- If hose meets specification, mark coupling with the last two digits of the current year (i.e. '14)

Size	Type	Test psi	Time (minutes)
1 inch	Reel lines	250	5
1.5 inch	Wild land/ SJ	250	5
1.5 inch	Structural	250	5
1.75 inch	Structural	250	5
2.5	Structural	250	5
5 inch	LDH	200	5

Hose Cleaning

- All hose deployed and soiled on incidents are to be cleaned before placing back into service. Exception is made when it is necessary to repack hose on scene to maintain operational readiness until the hose can be properly cleaned
- Synthetic jacket hose may be repacked wet when necessary
- Cotton jacket hose is to be thoroughly cleaned and dried before repacking on apparatus
- If foam is used, it is to be thoroughly rinsed from the interior and exterior of the hose before storage and reuse
- In-service hose is to be stored in an "In-Service" role

City of Oroville Fire Department	 Policy #1200
POLICY & PROCEDURES	
FIRE RESCUE EQUIPMENT	PAGE 3 of 3
Hose Testing, Cleaning, and Storing	REVISED DATE: 08/2014

Hose Storage

- Hose is to be stored in the hose room located inside the Z-warehouse
- All structural hose that has been tested and is free of defects is to be stored in an “In-Service” roll
- 1.5” wildland hose is to be stored in a double donut roll
- A minimum of six 1.5” hose packs are to be pre-made and available in the hose room during fire season
- 1.0” wildland hose is to be stored in a double donut roll
- A minimum of two 1.0” hose packs are to be pre-made and available in the hose room during fire season
- All broken or failed hose is to be marked at the failure point, tagged, and stored in a “Out-of-Service” roll
- Only trained members are to complete hose repair. All repairs must be coordinated and recorded with the Hose Manager

City of Oroville Fire Department	 Policy #1205
POLICY & PROCEDURES	
FIRE RESCUE EQUIPMENT	PAGE 1 of 2
Fuel Powered Equipment	REVISED DATE: 08/2014

Purpose

Ensure all powered equipment owned by the Oroville Fire Department is maintained at a high level of response readiness. The scope of this policy included all fuel and electric powered tools

Procedure

Extrication Power Units

- Check for proper fuel, oil, and hydraulic levels daily
- Start unit daily
- Weekly checks include air filter and hooking up all hoses and tools to ensure proper pressure and operation
- Clean units and all components as needed and weekly

Portable Generators

- Check fuel, oil, and bulbs daily
- Start daily
- Check air filter and service date weekly

Portable Blowers

- Check fuel, oil, and fan daily
- Start daily
- Check Air filter and service date weekly

Chain Saws

- Check Fuel, spare fuel, and bar oil daily
- Chain/bar condition and adjustment daily
- Start daily
- Air filter and chain saw box inventory weekly

City of Oroville Fire Department	 Policy #1205
POLICY & PROCEDURES	
FIRE RESCUE EQUIPMENT	PAGE 2 of 2
Fuel Powered Equipment	REVISED DATE: 08/2014

Battery Powered Tools

- Checked daily for full charge
- Inventory tool and accessories
- Clean as necessary

City of Oroville Fire Department	 Policy #1210
POLICY & PROCEDURES	
FIRE RESCUE EQUIPMENT	PAGE 1 of 2
Tech Rescue Equipment Maintenance	REVISED DATE: 08/2014

Purpose

Identify specific procedure to maintain rescue equipment

Procedure

Rescue Rope

- Store in a dry location away from direct sunlight
- Presence is to be checked daily
- Physical inspection is to be completed weekly
- Rope log is to be filled out on the weekly check
- Rope will be cleaned after each use or if found to be contaminated
- Clean by placing in netted laundry bag and place in wash machine on “gentle” with mild soap. Only use cold water.
- Air dry by placing in a location away from direct sunlight and where air can circulate freely

Harnesses/Webbing/Belts

- Store in a dry location away from direct sunlight
- Presence to be checked daily
- Physical inspection to be completed weekly
- Harness log is to be filled out on the weekly check
- Harness is to be cleaned if found to be contaminated
- Clean by placing in a netted laundry bag and place in washing machine on “gentle” with mild soap. Only use cold water
- Air dry by placing in a location away from direct sunlight and where air can circulate freely

City of Oroville Fire Department	 Policy #1210
POLICY & PROCEDURES	
FIRE RESCUE EQUIPMENT	PAGE 2 of 2
Tech Rescue Equipment Maintenance	REVISED DATE: 08/2014

Rescue Hardware

- Store in a dry location away from chemicals
- Presence to be checked daily
- Physical inspection and inventory to be completed weekly
- Hardware log is to be filled out on the weekly check
- Hardware to be cleaned after each use or as needed
- Use warm water and mild soap to clean. Always dry hardware before replacing
- Any hardware that is dropped on a hard surface from > 4 feet shall be taken out of service immediately

City of Oroville Fire Department	 Policy #1215
POLICY & PROCEDURES	
FIRE RESCUE EQUIPMENT	PAGE 1 of 2
Scott 4.5 Use and Maintenance	REVISED DATE: 08/2014

Purpose

To ensure proper operational readiness of the Self Contained Breathing Apparatus (SCBA)

Procedure

Training

- All operational members of the OFD are to be instructed on the use, maintenance, and repair procedures for the Scott 4.5 units prior to using the device.
- Members must be checked off by the department-assigned SCBA technician
- New members must demonstrate fully donning the SCBA in under one minute
- All new and current members will be required to demonstrate the timed donning skill on an annual basis
- All members must be fit tested initially and annually with their personally assigned face piece to comply with OSHA regulations
- Fit testing will be conducted by a qualified person

Use

- Use of the SCBA will be required anytime a member reasonable expects to enter an IDLH (immediate Danger to Life and Health) atmosphere or when the possibility of air contamination or oxygen deficiency is *potentially* present
- Donning of the SCBA is mandatory for all Engine or Truck company based personnel when responding to alarms or other reports of a possible structure, vehicle, or rubbish/trash fire.
- Donning of the face piece will be required based on conditions present on arrival and are subject to the OSHA IDLH regulations



- Nothing in this procedure precludes a company officer from requiring personnel to don the SCBA if they feel a respiratory danger may be present

Maintenance

- User maintenance of the Scott 4.5 SCBA shall be limited to the scope of their training
- Any replacement of parts or equipment that is damaged or inoperable shall only be done by a department-assigned and certificated SCBA technician
- If a SCBA unit is found to be inoperable, you are require to tag the unit and notify your supervisor immediately

Repair

- Only trained and qualified members are to perform repairs of the SCBA
- Any repairs that cannot be completed by the department-assigned SCBA technician shall be sent to a Scott certified repair facility

Daily and Weekly Checks

- Daily and weekly checks of in-service SCBA units are the responsibility of the assigned Apparatus Operator. It is also expected that each individual take responsibility for the readiness of their assigned SCBA.

Daily Checks
Bottle Pressure/ Condition
Harness
Strap adjustments
Hoses/ connections
Secondary pressure gauge
Bypass valve
Buddy breather device
PASS device
Face piece

City of Oroville Fire Department	 Policy #1215
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FIRE RESCUE EQUIPMENT	PAGE 2 of 2
Scott 4.5 Use and Maintenance	REVISED DATE: 08/2014

subject to the OSHA IDLH regulations

- Nothing in this procedure precludes a company officer from requiring personnel to don the SCBA if they feel a respiratory danger may be present

Maintenance

- User maintenance of the Scott 4.5 SCBA shall be limited to the scope of their training
- Any replacement of parts or equipment that is damaged or inoperable shall only be done by a department-assigned and certificated SCBA technician
- If a SCBA unit is found to be inoperable, you are require to tag the unit and notify your supervisor immediately

Repair

- Only trained and qualified members are to perform repairs of the SCBA
- Any repairs that cannot be completed by the department-assigned SCBA technician shall be sent to a Scott certified repair facility

Daily and Weekly Checks

- Daily and weekly checks of in-service SCBA units are the responsibility of the assigned Apparatus Operator. It is also expected that each individual take responsibility for the readiness of their assigned SCBA.

Daily Checks
Bottle Pressure/ Condition
Harness
Strap adjustments
Hoses/ connections
Secondary pressure gauge
Bypass valve
Buddy breather device
PASS device
Face piece

City of Oroville Fire Department	 Policy #1220
POLICY & PROCEDURES	
FIRE RESCUE EQUIPMENT	PAGE 1 of 1
Portable Radios	REVISED DATE: 08/2014

Purpose

To ensure all personal two way radios are in a response ready state

Procedure

- All members will be issued a personal two-way radio
- Batteries in portable radios are to be changed out immediately at the beginning of each tour and as needed thereafter
- Each member of the company is responsible for having their portable radio on their person any time they are away from the station and/or apparatus
- All members are responsible for monitoring assigned tactical frequencies while responding to and at scene of incidents
- Inoperable, damaged, or lost portable radios are to be reported to the shift Captain immediately.

City of Oroville Fire Department	 Policy #1225
POLICY & PROCEDURES	
FIRE RESCUE EQUIPMENT	PAGE 1 of 2
Structural PPE	REVISED DATE: 08/2014

Purpose

To provide direction on the use of structural Personal Protective Equipment (PPE)

Procedure

- Members shall prepare for response based on the given type of fire on dispatch.
- If the company officer has probable reason to believe that the fire is a different type than given on dispatch, he/she may determine the appropriate level of protection needed for the crew; however no level of protection shall be below the minimums given in this policy
- Structural PPE shall be used for the following types of incidents:
 - Structure fires
 - Vehicle fires
 - Improvement/rubbish/garbage fires
 - Fire type unknown
 - Electrical hazards or electrical fires
 - Vehicle accidents
- For vehicle accidents structural helmets, jackets, and trousers are to be worn. A decrease in PPE requirements may be done once the scene has been mitigated of fire or other pertinent hazards
- Structural PPE inventory for each member includes:
 - Helmet with eye protection and Nomex ear and neck protection
 - Long-length hood made of Nomex or other approved material
 - Structural turnout jacket configured as intended by the manufacture
 - Structural turnout pants configured as intended by the manufacture
 - Structural rated boots
 - Door chock(s)

City of Oroville Fire Department



Policy

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#1225

FIRE RESCUE EQUIPMENT

PAGE 2 of 2

Structural PPE

REVISED DATE: 08/2014

- Hose strap or looped webbing
- Portable radio
- SCBA with personal-issue face piece (fire incidents)
- Box light or approved personal light (fire or night time ops)
- Heavy duty wire cutters (recommended)

City of Oroville Fire Department	 Policy #1230
POLICY & PROCEDURES	
FIRE RESCUE EQUIPMENT	PAGE 1 of 1
Wildland PPE	REVISED DATE: 08/2014

Purpose

To provide direction on the use of wildland Personal Protective Equipment (PPE)

Procedure

- Members shall prepare for response based on the given type of fire on dispatch.
- If the company officer has probable reason to believe that the fire is a different type than given on dispatch, he/she may determine the appropriate level of protection needed for the crew; however no level of protection shall be below the minimums given in this policy
- Wildland PPE is to be used for all natural vegetation fires during fire season. In addition, wildland PPE may be utilized as necessary for any incident where additional protection is needed over the standard uniform; however, flash protection from structural PPE is not necessary or may be too cumbersome for rescuers to be effective. Some examples of use could include:
 - Increased rescuer visibility
 - Search and rescue
 - Technical Rescue
 - Power tool operation
- Wildland PPE inventory for each member includes:
 - Wildland trousers
 - Wildland jacket
 - Wildland helmet w/ shroud and goggles
 - Wildland gloves
 - Approved wild land boots
 - Web gear (including clamp, shelter, Hot Shield®, and water)
 - Portable radio
 - Light



Purpose

To identify the required EMS equipment supply requirement for emergency response apparatus

Procedure

The following list should be used to account for EMS equipment and supplies for all engine and truck companies in the OFD.

Medications

1	Portable oxygen source/ D or E size cylinder
3	Oral glucose paste
1	Activated charcoal

Solutions

3	1000cc irrigation saline/sterile water
---	--

Airway Management

1 each	Disposable ventilation bags (BVM) for adult, child, infant w/ appropriate masks.
1	Battery powered suction device
1 each	Suction catheters sizes 6, 8 or 10, 12 or 14, 18
2	Connecting tubing for suction units
2	Yankauer Tonsil Tip suction catheters
3	Water soluble lubrication jelly
1 each	OPA sizes 0-9 NPA 20,24,28,32, 36 Fr.
3	Nasal cannula, adult
1	Nasal cannula, pediatric
3	Non-rebreather mask, adult
2	Non-rebreather mask, pediatric



Trauma Supplies and Equipment

2	Head immobilization device
2	Long board / spider straps
1	Short extrication device (K.E.D.)
1	Traction splint
30	Triage tag
2 each	Cervical collars (Adult adjustable, pediatric adjustable)
2	Sterile burn sheet
3	Air occlusive dressing
1	Set of air vacuum splints (small, medium, large)
2	Trauma dressing
3	Package of 4x4 gauze
6	Gauze roll (2 each of 2", 4" and 6")
4	Triangular bandage
1	Instant cold compress

Patient Assessment Supplies and Equipment

4	Soft ankle/wrist restraints
1	Stethoscope
1	Pen light
1 each	Blood pressure cuff (thigh, adult, child, infant)
3	Disposable thermometer or equivalent
2	Roll of tape
1	Bandage shears
1	O.B. kit (sealed)
1	Pulse oximeter w/ carry case (check batteries on weekly)

Infection Control Supplies

1	Needle Disposal System
4	NIOSH N95 disposable respiratory mask
1	Bottle of alcohol based hand sanitizing liquid
1	Box of aseptic hand wipes/ individually wrapped
1 each	Box of latex gloves (medium, large, x-large, xx-large)
3	Pair of XL Nitrile examination gloves (Latex allergy patients)
2	Biohazard bag



1	Biohazard spill kit
---	---------------------

Advanced Airway Supplies

1**	King Airway Device
**	When approved for use by SSV EMS and department policy

AED Supplies and Equipment

1	A.E.D
1	Child key (on FRx model only)
2	Pair of electrode (Smart Pads II)
1	Spare battery
1	Maintenance log (must document on weekly check)
1	Razor

Miscellaneous Supplies

1	Current DOT ERG guide book
1	Current Field Operations Guide ICS 420-1 (FOG manual)
1	Note pad for scribing patient care assessment and treatment
1	Ink pen

City of Oroville Fire Department	 Policy
POLICY & PROCEDURES	#1240
FIRE RESCUE EQUIPMENT	PAGE 1 of 1
Stair Chair Use	REVISED DATE: 08/2014

Purpose

To ensure all OFD members receive the proper training on the use and maintenance of the Stair Chair device

Procedure

- All OFD members are required to review the Official “Ferno Stair Chair Users’ Manual prior to operating the chair
- All OFD members are required to be signed-off with a manipulative skills test prior to use
- The Stair Chair unit may be cleaned with soap and water or disinfectant as needed

IMPORTANT

- Always ensure the *locking bar* on the stair chair is locked prior to use
- The stair chair has a 350 lbs. weight limit. For loads in excess of 350 lbs., consider using another method to extract the patient

City of Oroville Fire Department	 Policy #1245
POLICY & PROCEDURES	
FIRE RESCUE EQUIPMENT	PAGE 1 of 2
Fueling of Portable Powered Equipment	REVISED DATE: 08/2014

Purpose

To identify specific fueling and lubrication procedures for portable powered equipment

Procedure

- The following table should be used when fueling or adding oil to portable power equipment:

Item	Fuel	Oil	Ratio	Mix
STIL Magnum 440 Chain Saw	89 Octane or higher	STIL approved or equivalent	50:1	Yes
STIL TS 440 Rotary Saw	89 Octane or higher	STIL approved or equivalent	50:1	Yes
Makita DCP 9501 Rotary Saw	91 Octane or higher	Makita High Performance 2-stroke engine oil	50:1 if using Makita Oil 25:1 if using different oil	Yes
Holmatro PPU-15 Power Unit	89 Octane or higher	10W-30	N/A	No
Holmatro DPU-31 Power Unit	89 Octane or Higher	10W-30	N/A	No
Holmatro PPU-20 Power Unit	89 Octane or Higher	10W-30	N/A	No
Honda GX160 Generator	89 Octane or Higher	10W-30	N/A	No
Honda EV Inverter 100i Portable light	89 Octane or Higher	10W-30	N/A	No



- Proper fuel/oil ratios

50:1

<i>Fuel (Gal.)</i>	<i>Oil (oz.)</i>
1.0	2.6
2.5	6.4
5	12.8

25:1

<i>Fuel (Gal.)</i>	<i>Oil (oz.)</i>
1.0	5.1
2.0	10.2
5.0	25.6

Note: All chains saws must be checked for proper chain lubrication when fueling

City of Oroville Fire Department	 Policy #1250
POLICY & PROCEDURES	
FIRE RESCUE EQUIPMENT	PAGE 1 of 1
Air Monitoring Equipment Maintenance	REVISED DATE: 08/2014

Purpose

To establish proper procedure and frequency of testing, maintaining, and calibrating air monitoring units

Procedure

- Air monitoring units are to be check after each use and weekly
- Scheduled tests are concurrent with weekly apparatus checks
- Testing and maintenance of monitors are to follow the official user manual located in the air monitor case
- Documentation of testing/calibration frequency and results are to be recorded on the supplied form (located with user manual)
- Only approved test gas is to be used for air monitoring units
- Test results outside of the normal operating perimeters are to be reported to the Shift Captain immediately

City of Oroville Fire Department	 Policy #1300
POLICY & PROCEDURES	
PERSONNEL	PAGE 1 of 1
Family Notification/Injured Personnel	REVISED DATE: 08/2014

Purpose

To provide fire department members with a system for notifying next of kin and other pertinent officials of an injured employee

Procedure

- It will be the responsibility of the Fire Chief or Duty Officer to assign a responsible party as soon as possible to notify the family of any OFD member that has been injured while on duty
- The IC or Shift Captain will make next of kin notification using the OFD emergency contact form completed in advance by all members
- The Duty Chief shall assign an OFD member to remain with the injured member until such time as the next of kin arrives at the medical facility
- The Duty Chief shall make contact with the department Chaplain in the event that such services are requested or required
- Notification of the injury to the Union President of designee should also be completed within a reasonable period of time following the incident

City of Oroville Fire Department	 Policy #1305
POLICY & PROCEDURES	
PERSONNEL	PAGE 1 of 1
Critical Incident Stress Debriefing	REVISED DATE: 08/2014

Purpose

To provide OFD members with a clear method for accessing a Critical Incident Stress Debriefing (CISD) team when requested or required

Procedure

- Any OFD member has the right to request a CISD. The normal routine notification and operation procedure will be as follows:
 1. Incident occurs
 2. During incident, agency representative will make the request via ECC by telephone
 3. Coordinator will contact the agency representative to obtain information
 4. Once established a formal CISD is necessary, the CISD coordinator and agency representative will determine logistics
 5. Coordinator will set up the team to conduct the debriefing
 6. Agency representative will contact those that wish to be included in the debriefing

When to Request a Debriefing

You should feel free to talk with a CISD team when the nature of the incident suggests that debriefing might be useful. Some of the key indicators of the need for outside help include changes in behavior such as sleep patterns, mood swings, depression and anxiety, and continuation of stress symptoms beyond the first 48-72 hours following a stressful event.

City of Oroville Fire Department	 Policy #1310
POLICY & PROCEDURES	
PERSONNEL	PAGE 1 of 1
Personnel Working Files	REVISED DATE: 08/2014

Purpose

To provide OFD management and employees with a clear understanding and guidelines pertaining to what can be placed in personnel working files and the intent of maintaining such records

Introduction

Supervisors require a means of organizing, retaining, and sharing information on employees that will allow them to successfully and thoroughly execute the administration of regular performance evaluations. It is the right of the supervisor to keep such records in a secure location and to use these notes while forming the justifications used in employee evaluations.

Procedure

The following items are the only items acceptable to be retained in "Personnel Working Files":

1. Personal/confidential supervisor notes regarding employee's on the job performance during the evaluation period
2. A copy of the employee's most recent performance evaluation
3. Employee information regarding the following:
 - a. Personnel action forms (Admin. Copy)
 - b. Pertinent medical information
 - c. Contact information
 - d. OFD issued equipment rosters
 - e. Drivers license records

All other items relating to personnel issues shall be kept in the employee's official personnel file in the HR Analyst's office located at city hall



Purpose

To establish a fair and equitable way for OFD members to select annual vacation time

Procedure

- Annual vacation picks will begin October 1st and end October 30th
- Employees will pick by shift and in order of overall seniority
- There will be two rounds of picks
- There is no limit to the amount of days per pick as long as each day is consecutive
- After annual vacation picks, days off are on a first come, first served basis

City of Oroville Fire Department	 Policy #1320
POLICY & PROCEDURES	
PERSONNEL	PAGE 1 of 3
Employee and Citizen Recognition	REVISED DATE: 08/2014

Purpose

To provide OFD members with the means to recognize outstanding performance, acts or courage and heroism, and excellent service provided either by members of the organization or citizens in the community.

Introduction

It is the policy of the Oroville Fire Department to appropriately recognize members of the Department, on or off duty, or members of the community, who perform an act of distinct heroism or who provide an outstanding service to the department, or to the public safety of the community.

For the purpose of this policy, a member of the Oroville Fire Department is a person acting within the rank of suppression, including Firefighter, Fire Apparatus Engineer, Fire Captain, Battalion Chief, Deputy Chief, or Fire Chief. All others shall be considered civilian and can be considered for civilian awards/recognition only.

Procedure

Nominations

Any member of the fire department up to and including the Fire Chief, may submit a nomination for commendation for another member of the department on a nomination form at any time. Review of all submissions shall be made by the Fire Chief.

Award Criteria

Medal of Valor

The Medal of Valor, the highest commendation that may be given by the Oroville Fire Department, may be awarded for a conspicuous act of valor and heroism by a fire department member under hazardous conditions in which the member is placed in an extreme life threatening position to save the life of another. Any consideration for this award shall be thoroughly scrutinized for validity and accuracy. Commendation shall be represented by presenting member with one red and white colored bar that is worn on the right breast of the Class-A uniform and also a "Medal of Valor" award with a brief

City of Oroville Fire Department	 Policy #1320
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PERSONNEL	PAGE 2 of 3
Employee and Citizen Recognition	REVISED DATE: 08/2014

description of the incident with the members name on parchment paper or similar material

Medal of Honor

The Medal of Honor, the second highest commendation given by the Oroville Fire Department, may be awarded to members who have exhibited a major positive impact on the operations of the department through outstanding performance and service to the department or to the public safety of the community with regards to fire and emergency service in the City of Oroville. Although this award should be reserved for outstanding cases, it does not require acting under emergency conditions or members being presented with a life hazard. Commendation shall be represented by presenting the member with one red, white, and blue colored bar that is to worn on the right breast of the Class-A uniform and also a "Medal of Honor" award with the members name on fine parchment paper or similar material.

National Deployment Award

The National Deployment award is for individuals who are deployed to declared state or federal emergencies throughout the United States for mitigation of emergency situations. Involvement in wildfires through the State of California under the Mutual Aid agreement does not qualify for this award. Commendation shall be represented by presenting the member with an American flag bar that is to be worn on the right breast of the Class-A uniform and also a "National Deployment" award with a brief description of the incident and the members name on fire parchment paper of similar material.

Unit Performance Citation

The Unit Citation may be awarded to any group of two or more individuals serving as an Engine Company, Truck Company, Task Force, Shift, Etc. which has performed in an outstanding manner in an emergency situation worthy of recognition. The commendation shall be presented to the unit with a "Unit Citation" award, with a brief description of the act and name of fire department individuals involved on fire parchment paper or similar material.

Award of Merit

The Award of Merit may be given to a fire department member based on performance of assigned duties, those duties having been carried out in an outstanding, superior manner such as to merit recognition for service from the department. The commendation shall be represented by presenting the member with an "Award of Merit" with the members name on fine parchment paper or similar material.

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Employee and Citizen Recognition	REVISED DATE: 08/2014

Citizen Heroism Award

The Citizens Heroism Award may be made for a conspicuous act of valor and heroism by a citizen under hazardous conditions in which the person is placed in a life threatening position to save the life of another. The award shall be represented by presenting the citizen with a "Citizen Heroism" award with brief description of the act and the person's name on fine parchment paper of similar material

Commendation Bars

Commendation bars may be worn on the right breast of Class-A jackets of full time OFD members. The following are the excepted standards for commendation bars:

- Haz Mat Team Member – White, red, and yellow with 704 symbol
- Rescue Team Member – Blue and white
- Arson Task Force – Solid red with gold border

City of Oroville Fire Department	 Policy #1325
POLICY & PROCEDURES	
PERSONNEL	PAGE 1 of 2
Industrial Accident/ Injury	REVISED DATE: 08/2014

Purpose

To provide Oroville Fire Department employees with a detailed process by which to report and respond to job-related injury and illness. Injury/illnesses that happen on the job or are job related are classified as "Industrial Injuries/Illnesses". The following information and procedures pertain to industrial injuries/illnesses.

Procedure

1. The City of Oroville is self-insured for industrial injuries and illnesses. Employees are protected under federal and state law for injury and illnesses that are work related
2. Bragg and Associates are the plan administrators for the City's self-insured program for on the job injury or illness
3. Injured or ill employees will report to either Comprehensive Care Family Health, 1611 Feather River Blvd, Oroville, CA 95965 for non-emergency injury/illness or the employee will report to Oroville Hospital's Emergency Department at 2767 Olive Hwy, Oroville, CA 95966 for conditions requiring emergency care
4. Employees are required to use the above mentioned facilities for work related injury or illness unless the employee has completed the form designating their own physician as their workers compensation doctor, which must be on file with the Personnel Officer prior to the injury or illness
5. Industrial injury or illnesses that do not require medical attention may be recorded in the City of Oroville's on-site "Non-Medical Accident Log". And an acknowledgement of Receipt of Employee Claim Form must be completed. The entry shall be by the employee and include: time, date, description, name and co-signed by an immediate supervisor
6. The injured/ ill employee must seek medical attention immediately, if necessary, and the following forms must be completed
 - a) Bragg and Associates form DWC-1 Employee Claim for Workers Compensation Benefits
 - b) Acknowledgement of Receipt of Employee Claim Form
 - c) Supervisors Accident, Injury and Illness Report-Employee Section

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Industrial Accident/ Injury	REVISED DATE: 08/2014

- d) These forms must be forwarded to the personnel office within 48 hours of the injury/illness or 24 hours in the event of a serious injury/illness
7. Department heads should also be informed of all physician appointments relating to industrial accidents. A copy of the doctors "Aftercare Instructions Sheet" shall be provided to the Department Head or Duty Officer on the same day as the appointment
 8. In the City of Oroville's Personnel Rules and Regulations Section 15 there is an "Early Return to Work" policy relating to returning injured/ill employees back to work under modified or light duty as long as it does not impede the employees' recovery as authorized by the treating physician
 9. The employee must have a physician written release to return to work if there is lost time due to an industrial injury /illness

Additional Information

1. Please contact the Personnel Office in case of serious injury/illness
2. The Personnel office must be notified each time an employee leaves work and/or returns to work as a result of an on the job injury/illness
3. The injured/ill employee may contact Bragg and Associates directly at the following address or phone number, if they need assistance or have questions:

Bragg and Associates
PO Box 1406
Roseville, CA 95678-1406
1-800-922-5020

4. Do not release any information regarding the injury/illness. Refer all such inquiries to Bragg and Associates.

City of Oroville Fire Department	 Policy #1330
POLICY & PROCEDURES	
PERSONNEL	PAGE 1 of 1
Job Performance Evaluations	REVISED DATE: 08/2014

Purpose

To establish policy as to when and how job performance evaluations are done for members of the Oroville Fire Department

Procedure

- The HR Officer shall inform supervisors when an evaluation is due
- Job performance evaluations for Captains are to be done by the Fire Chief or his designee
- Job performance evaluations for Firefighters and Engineers are to be completed by Shift Captains
- Job performance evaluations for Probationary Firefighters shall be completed at 3, 6, 12, and the 18 month interval from their initial employment date. The 18 month evaluation will include official documentation as to the probationary status of the employee. (ex: passed, failed, or extended)
- Job performance evaluations for regular/non-probationary members will be done on an annual time interval with the first annual performance evaluation occurring one year from the end of the 18-month probation period. In case of promotion to a different job classification, the evaluation period will reset to the promotion date
- Evaluators may use a running file to assist with completing a job performance evaluation (see policy # 1645)
- Job performance evaluations shall be completed using the official *City of Oroville Job Performance Evaluation* form
- A review of the job performance evaluation shall occur between the Supervisor and the member being reviewed
- A completed copy of the evaluation will be made available to the member, supervisor, and forwarded to the Fire Chief for approval

City of Oroville Fire Department	 Policy #1400
POLICY & PROCEDURES	
INFORMATION MANAGEMENT	PAGE 1 of 5
Emergency Reporting System	REVISED DATE: 08/2014

Purpose

Identify proper use of the Emergency Reporting System™ (ERS)

Scope

All members of the department will have access to, and be required to use the Emergency Reporting System on a daily basis. Firefighters and Engineers have access and permissions set to access the message center and also areas of responsibility they may be assigned (i.e. Hydrants). Company Officers have access to these in addition to the other modules in the system. Chief Officers have access to all portions of the program

Procedure

Login

- Members can login to the Emergency Reporting System from any computer that has an internet connection
- To login, click the desktop icon, or visit: emergencyreporting.com
- Click the “login” tab
- Enter your login user name and password (user is firstname.lastname)



**EMERGENCY
REPORTING™**
WEB-BASED RECORDS MANAGEMENT

[Click here to bookmark this page](#)

Emergency Reporting System Login

Login:

Password:

City of Oroville Fire Department	 Policy
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Emergency Reporting System	REVISED DATE: 08/2014

Utilizing Message Center

- The message center works much like an email system; however, all messages stay internal to the program
- Use the message center for fire department business only. The message center is not a private platform
- The message center will be utilized to record the daily pass down. All pass down messages should be sent to all operational personnel and chief officers
- On your home page, you will have a link bar on the left hand side. To go to the message center, double click the icon



- Once in the message center you can either compose or retrieve messages

Reporting System, Inc. (US) <https://secure.emergencyreporting.com/messages/V1.7/default.asp>

Create Message

Message Center		Date	To	Subject	Type
Inbox		7/24/2013 9:47:00 PM	Darinka H. Carey	Hello	General
Sent Items		7/26/2013 8:02:00 AM	Rob L. Buckhout, ...	PASSDOWN	General
Archived		8/7/2013 7:39:00 AM	Rob L. Buckhout, ...	Pass down	General
		8/19/2013 10:47:00 AM	Rob L. Buckhout, ...	PASSDOWN	General
		8/19/2013 10:51:00 AM	Rob L. Buckhout, ...	RECORDS AND FORMS PROJECT	General

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Emergency Reporting System	REVISED DATE: 08/2014

Daily Roster Staffing

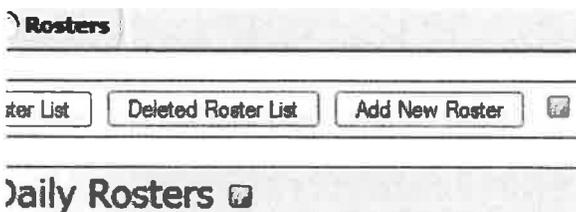
- Daily roster staffing is to be completed each morning prior to 0800 hrs, unless delayed by emergency response
- Once logged-in to ERS, click the daily roster tab on the left hand side of the screen



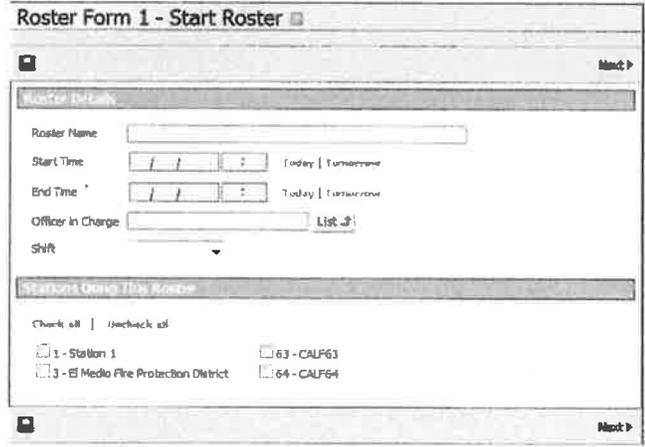
- Once in the daily roster module click “Open Roster”



- Once the roster pane is open, click “Add New Roster”



- Once the new roster pane is open, fill in the information as needed



- Ensure you fill in all fields such as position, activity, and duration
- Personnel that are off from their regular shift will be added under the “unassigned” category
- A completed roster is required for each 24 hour period

B SHIFT - 10/19/2013						
Shift: A Shift						
Show station logs						
Station: Station 1						
Apparatus: Eng-1						Add Person
Name	Position	Activity	Begin	End	Duration	
Gedney, Marnie - Fire Engineer	ENG	REG	10/19/2013 07:00	10/20/2013 07:00	24 hours	Edit Delete
Ruiz, Isaac A - Acting Captain	AC	REG	10/19/2013 07:00	10/20/2013 07:00	24 hours	Edit Delete
Apparatus: Eng-2						Add Person
Name	Position	Activity	Begin	End	Duration	
Hilson, David G - Fire Captain	CPT	OT	10/19/2013 07:00	10/20/2013 07:00	24 hours	Edit Delete
Woodard, Tyler - Firefighter	ENG	REG	10/19/2013 07:00	10/20/2013 07:00	24 hours	Edit Delete
Station: UNASSIGNED						
Apparatus: UNASSIGNED						Add Person
Name	Position	Activity	Begin	End	Duration	
Budhout, Rob L - Fire Captain	CPT	VL	10/19/2013 07:00	10/20/2013 07:00	24 hours	Edit Delete
Roster Narrative						

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Emergency Reporting System	REVISED DATE: 08/2014

NFIRS

- Personnel completing reports should use standard methods acceptable within the NFIRS guidelines
- Narratives within the reporting system should follow (when possible) the following formats:
 - EMS- S (subjective) O (Objective) A (Assessment) P (Plan)
 - Fire- Chronologically with the following 11 elements:
 - En route
 - Establish command
 - Size up factors
 - Initial radio report
 - Resources requested
 - ICS
 - Strategy and tactics
 - Problems encountered
 - Under control
 - Transfer or termination of command
 - Additional pertinent information

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INFORMATION MANAGEMENT	PAGE 1 of 2
AED Use	REVISED DATE: 08/2014

Purpose

Identify proper record keeping as it relates to the Automated External Defibrillator (AED) use and maintenance

Procedure

Maintenance

- Daily Checks are to be recorded on the daily apparatus check sheets. There is no specific daily record for the AED's
- Daily checks include the presents of a flashing green light and pads
- Weekly checks are to be recorded on the AED Maintenance Log
- Weekly checks include cleaning, testing if necessary, and inventory of all accessories
- Once AED maintenance logs are filled, they are to be turned into the EMS program coordinator. A new log is to be placed with the AED.



City of Oroville Fire Department	 Policy #1405
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INFORMATION MANAGEMENT	PAGE 2 of 2
AED Use	REVISED DATE: 08/2014

AED Use

- When an AED is deployed for the treatment of a patient, A *Cardiac Arrest Form* is to be filled out by the company officer and submitted to the EMS program coordinator before the end of the shift. The cardiac arrest forms are located in electronic format within the “Officers Tool Box”, ERS Library, or hard copies in the captains’ office

City of Oroville Fire Department	 Policy #1410
POLICY & PROCEDURES	
INFORMATION MANAGEMENT	PAGE 1 of 2
Employee Attendance	REVISED DATE: 08/2014

Purpose

Demonstrate proper record keeping and responsibilities as it relates employee time records

Procedure

Time-Off Request

- In order to request time off, an employee must accurately fill out an "Attendance Report" and submit it to their Shift Captain
- If the request is submitted on a day off, the attendance report will be submitted to the on duty Shift Captain
- Contact is to be made directly with the on duty Shift Captain regarding the request. Dropping off attendance reports without arrangements is not allowed
- Request for time off must be submitted no less than 48 hours before the start of the requested absence.
- Request submitted less than 48 hours before the start of the absence will be approved on a case-by-case basis and with the approval of the Shift Captain and Duty Chief
- Sick leave request are to be made no later than 30 minutes prior to the start of the requested time off

Shift Trades

- Employees requesting a shift trade must accurately fill out a shift trade form
- Shift trades are to be submitted to the on duty Shift Captain
- Shift trades are a privilege and subject to approval
- At least one affected Captain must sign the form for the trade to be considered approved

City of Oroville Fire Department	 Policy #1410
POLICY & PROCEDURES	
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Employee Attendance	REVISED DATE: 08/2014

- Shift trades are not allowed if such adjustments would result in overtime generation
- Shift trades made with less than 24 hours notice are approved on a case-by-case basis

Shift Calendar

- A shift calendar will be kept for each shift in the day room
- All adjustments to daily staffing such as vacation, overtime, and leaves are to be reflected on the shift calendars
- No calendar entries are to be made without an approved attendance report

Overtime

- Overtime assignments are to be recorded in the bucket list located in the captains office
- Overtime assignments are to be recorded on the correct shift calendar
- Overtime assignments are to be recorded on the running overtime list
- The overtime list is to be posted in the day room
- All employees are required to acknowledge, by signature, assigned overtime
- All employees are obligated to regularly check the running overtime list to check for assigned overtime

City of Oroville Fire Department	 Policy #1415
POLICY & PROCEDURES	
INFORMATION MANAGEMENT	PAGE 1 of 1
Burn Permits	REVISED DATE: 08/2014

Purpose

To identify proper procedures for completing, issuing, and filing burn permits

Procedure

- Burn permits issued between January 1st and June 31st will have an expiration date of December 31st of the same year.
- Burn permits issued between July 1st and December 31st will have an expiration date of December 31st of the following year
- Once complete, make a copy of the burn permit. Once copy is to be issued to the responsible party. Once copy is to be filed with the fire department
- Completed burn permits for fire department files are to be placed in the Administrative Assistant office (in designated location)
- Burn permit fees are payable in cash or check only
- If responsible parties wish to pay by credit card, they must purchase the permit from city hall.
- A receipt for payment must be recorded and issued to the responsible party

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Documentation of Training	REVISED DATE: 08/2014

Purpose

To identify roles and responsibilities for properly capturing and documenting both in-house and remote training by OFD members

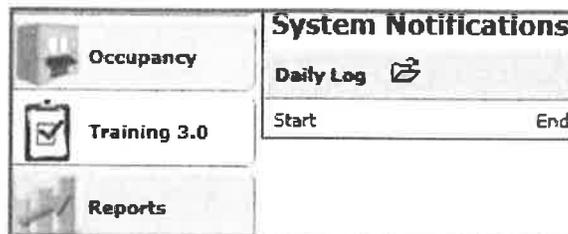
Policy

- All training completed by OFD members, both in-house and at remote locations, shall be captured within the Emergency Reporting System
- If training is completed away from the department, members are responsible for providing their Shift Captain with documentation noting that the training has been completed. The Shift Captain Will then proper log the training in the system
- It is the Shift Captains' responsibility to forward the documentation to the Training Officer once it has been properly logged in the system
- If training is conducted in-house, the Shift Captain is responsible to entering the training in the system

Procedure

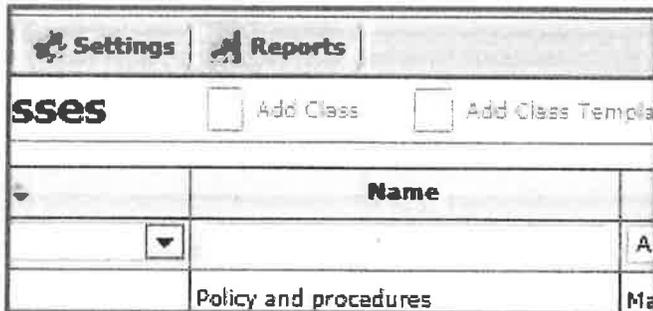
The proper procedure for logging training into the Emergency Reporting System is as follows:

- 1) Log into the system with your username and password
- 2) From your home page, click the icon on the left hand tool bar labeled "Training 3.0"



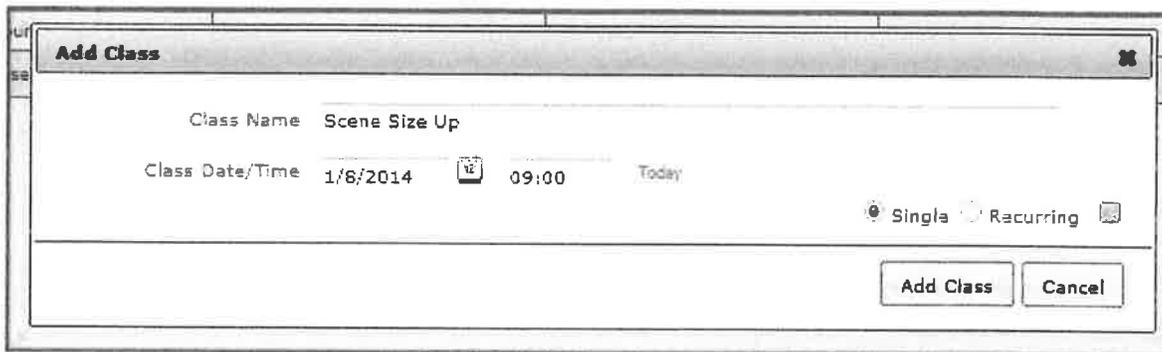
City of Oroville Fire Department	 <h1>Policy</h1> <h2>#1420</h2>
POLICY & PROCEDURES	
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Documentation of Training	REVISED DATE: 08/2014

3) Select the “Add Class” option just under the top tool bar



Settings Reports	
<input type="checkbox"/> Add Class	<input type="checkbox"/> Add Class Template
Name	Ma
Policy and procedures	Ma

4) Once selected, you will get an “Add Class” pop-up. Fill out the appropriate information and click “Add Class”



Add Class [X]

Class Name: Scene Size Up

Class Date/Time: 1/6/2014 09:00 Today

Single Recurring

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Documentation of Training	REVISED DATE: 08/2014

- 5) When the “Class Details” windows opens, fill out the appropriate fields

Class Details

Class Name: Class Date/Time: Today

Class Category: Class Length: (Value will be calculated based on Training Code Hours)

Station: Evaluation Method(s): None Written Subjective Manipulative

Instructors:

Name	Instructor Type	Notes
<input type="button" value="Add"/>		

Resources:

Name	Description
<input type="button" value="Add"/>	

Training Codes:

Category	Code	Description	Type	Hours (HH:MM)
<input type="button" value="Add"/>				

Location:

Objective:

- 6) Once complete you must also add those that attended the training under the tab labeled “People”. For personnel from outside agencies, use the “Non-Agency Personnel” option

Edit Class *Scene Size Up*

Class People

No people have been added to this class.

- 7) A Narrative or additional files may also be added under the corresponding tabs

- 8) Complete the record by authorizing the entry with your password

City of Oroville Fire Department	 Policy #1425
POLICY & PROCEDURES	
INFORMATION MANAGEMENT	PAGE 1 of 2
Public and Media Information	REVISED DATE: 08/2014

Purpose

To provide direction on the release of public information concerning active incidents, fire department events, and community notifications

To describe the roles and responsibilities for the ICS position of Information Officer

To provide direction for the callout and use of an Information Officer

Procedure

Emergency Incidents:

- The incident shall only have one Information Officer assigned. In the absence of an assigned PIO, The Incident Commander (IC) shall serve this role
- Information released regarding an incident shall require the approval from the IC prior to release
- The position of the PIO should be considered when any of the following trigger points are met:
 - a. The ability of the IC to effectively manage the incident is being impacted by media or public inquiries
 - b. Evacuations are being considered or have been implemented
 - c. The incident is escalating in complexity and number of resources assigned
 - d. The incident is multi-agency, multi-jurisdictional, or multi-disciplinary in nature
 - e. There is significant impact to business infrastructure or continuity
 - f. There is significant political impact
 - g. There are closures of roads or routes of travel
 - h. Unusual circumstances associated with the incident

City of Oroville Fire Department	 Policy #1425
POLICY & PROCEDURES	
INFORMATION MANAGEMENT	PAGE 2 of 2
Public and Media Information	REVISED DATE: 08/2014

Public Information- Non Emergency Events

The department PIO shall be responsible for the dissemination of information to the public through media, including routine news releases concerning fire prevention and other department activities, as approved by the Fire Chief.

Release of Documents

Run reports are public record and may be released upon completion to the public with the exception of:

1. **EMS:** Reports that contain identifiable information of ill or injured patients may not be released to the public; This information may only be released to:
 - a) The individual that was assessed/ treated or the legal guardian of assessed/ treated individuals (ID/ Documentation required)
 - b) Continuation of Care Personnel (Transporting Medics, treating doctors, etc.)
 - c) Court order or subpoena
 - d) Presentation of Release of Medical Record signed by the patient, guardian, or agency that is
 - e) Information about the incident that does not identify the patient's identity in connection with their condition, assessment, or treatment may be released with the approval of the Duty Officer
2. **Active Fire Investigations:** Refer request to the assigned investigator. If incident was not assigned to an investigator, the request must be forwarded to the Officer responsible for the incident.

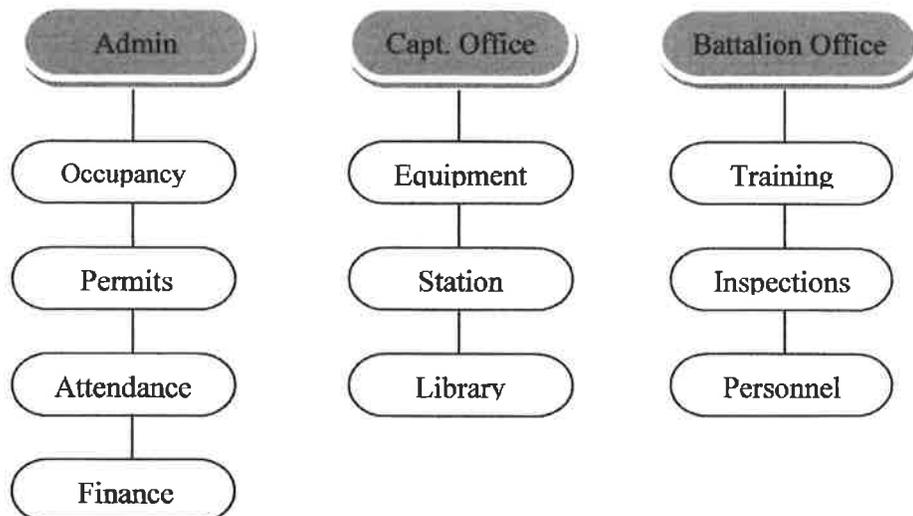
City of Oroville Fire Department	 Policy #1430
POLICY & PROCEDURES	
INFORMATION MANAGEMENT	PAGE 1 of 1
Record Routing	REVISED DATE: 08/2014

Purpose

Although the fire department stores many records electronically, the management of physical records are important to an efficient operation. The purpose of this policy is to identify the proper storage location of physical records within the department

Procedure

The following chart depicts the proper storage for specific types of records:



City of Oroville Fire Department	 Policy #1500
POLICY & PROCEDURES	
FINANCE	PAGE 1 of 1
Purchasing and Procurement	REVISED DATE: 08/2014

Purpose

To identify purchasing and procurement procedures to support day to day station operations

Procedure

- In the event of facility maintenance or supply issues, shift Captains will be limited to \$50 in expenses for supplies and materials to mitigate such problems
- Expenditures are only to include those that are necessary to continue normal operation of the facility or apparatus
- Expenditures above \$50 shall be pre-approved by the Duty Chief
- Captains are accountable for all expenditures made under this provision
- Purchasing may be made by city credit card, vender charge account, or purchase order when necessary
- All financial documentation, such as receipts and description of purchases, shall be forwarded to the administrative assistant as soon as possible

City of Oroville Fire Department	 Policy #1505
POLICY & PROCEDURES	
FINANCE	PAGE 1 of 1
Out of County/ Strike Team Expenditures	REVISED DATE: 08/2014

Purpose

To identify procedures for procuring resources while away from the city on emergency assignment (ex: strike team, task force, single resource, etc)

Procedure

- Resources such as fuel, food, etc. provided by the incident are to be used as a first option
- Captains may use the city-issued credit card to secure food, fuel, lodging, and supplies necessary to support the mission
- Captains are accountable for all expenditures made while out of county. Prudence is expected for all expenditures
- All receipt for services or supplies obtained while out on assignment are to be turned into the administrative assistance upon return to the station
- All purchase receipts are to be accompanied by a written description
- Members using City of Oroville credit cards are to adhere to the City of Oroville *Credit Card Use Policy*

City of Oroville Fire Department	 Policy #1510
POLICY & PROCEDURES	
FINANCE	PAGE 1 of 1
Budget Requests	REVISED DATE: 08/2014

Purpose

To identify procedures for requesting budgetary funding to support assigned responsibilities

Procedure

- Budgetary request may be made by any employee within the scope of their assigned responsibilities
- Budgetary request are to be submitted to administration by February 1 of the year prior to the upcoming fiscal year (ie: February 1, 2015 for 2015-2016 fiscal year)
- Budget request should be submitted in report format. The template below is not required; however, may serve as a guide:

Name:	
Date:	
Category/ Assignment	
Item: (vendor, number, cost, shipping, tax, etc)	
Description	
Justification	

City of Oroville Fire Department	 Policy #1515
POLICY & PROCEDURES	
FINANCE	PAGE 1 of 1
School/Tuition Funding	REVISED DATE: 08/2014

Purpose

To identify the process for requesting and if approved, funding request to attend outside work related school or training programs

Procedure

- All OFD members may request funding to pay for tuition and related expenses to attend school or training functions directly related to fire department operations or their specific job assignments
- Funding approval will be considered on a case-by-case basis with consideration given to the availability of funds and the priority and necessity of the training in question. Consideration will also be given to the impact on work schedules the request will create
- All request must be submitted on the "School Attendance Request Form"
- Completed forms are to be submitted to the Shift Captain
- In order to avoid complications, request should be submitted in time to receive appropriate approvals along with allowing enough time to process payment.
- Members who submit request will be notified as soon as possible once the request is approved or denied

City of Oroville Fire Department	 Policy #1600
POLICY & PROCEDURES	
ADMINISTRATION	PAGE 1 of 2
Policy Development and Review	REVISED DATE: 08/2014

Purpose

To identify the process of developing, testing, approving, implementing, and reviewing policy and standard operating procedures (SOP) within the Oroville Fire Department

Procedure

- All SOP and policy development are to follow this model
- All member of the department are encouraged to bring areas of concern or improvement of the policy and SOP's to the attention of management
- Suggestions for new policy, or to changes existing policy will be made in writing on the "Policy Change Suggestion" Form



City of Oroville Fire Department



Policy

POLICY & PROCEDURES

#1600

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Policy Development and Review

REVISED DATE: 08/2014

Proposed Policy Change

Name:	
Date:	
Police #:	
Policy Title:	
Specific Provision	
Description of concern:	
Proposed Change:	

City of Oroville Fire Department	 Policy #1605
POLICY & PROCEDURES	
ADMINISTRATION	PAGE 1 of 1
Strategic Positioning and Readiness	REVISED DATE: 08/2014

Purpose

Identify acceptable crew and equipment positioning to optimize coverage

Procedure

- Crews may conduct routine business throughout the city limits as deemed necessary by the Shift Captains and Chief Officers
- Crews assigned to an apparatus are to stay with that apparatus/crew for the duration of their assigned tour or until reassigned. Exceptions to this may include extra staffing individuals such as volunteers, interns, and overage staffing personnel (ie: 3rd Firefighter).
- Additional staffing personnel may be assigned other duties such as errands or project work as long as they have common communications and an emergency vehicle in order to respond with.
- Apparatus and assigned crews are not to leave the city limits on personal business for any reason. This does not include work related business such as area orientation, routine multi-company training, etc. Exceptions can only be made by approval of the duty officer
- Nothing in this policy limits the need for crews and apparatus to respond to any and all jurisdictions for emergency and routine assignments

City of Oroville Fire Department	 Policy #1610
POLICY & PROCEDURES	
Administration	PAGE 1 of 1
Duty Chief Notifications	REVISED DATE: 08/2014

Purpose

To establish policy which specifies the circumstances under which the Duty Chief will be notified or important events that may affect the department or other city departments. To establish procedures which shall be utilized to carry out Duty Chief notifications.

Note: This policy does not cover emergency operation notifications. Please refer to the Oroville Fire Department Standard Operating Guidelines (SOG's)

Procedure

The following circumstances shall initiate a notification to the Duty Chief:

- Serious injury to an Oroville Fire Department member
- Conditions that impede a member from safely performing his/her job
- Citizen complaint
- Identification of situations that could potentially lead to liability/litigation for the City
- Unanticipated changes in current staffing
- Unanticipated changes in apparatus status (ie; out of service)
- Delay in response over 2 minutes (ie: apparatus maintenance, training)
- Extended commitment time of apparatus/crews to outside jurisdictions (>30 minutes)
- Extended commitment times to incidents within the City (> 30 minutes)
- Any situation that is beyond the resources or authority of the Shift Captain to handle
- Situations that result in serious damage to fire department property

City of Oroville Fire Department	 Policy
POLICY & PROCEDURES	#1620
ADMINISTRATION	PAGE 1 of 1
Overtime Assignments	REVISED DATE: 08/2014

Purpose

To provide a standard process for obtaining, documenting, and managing shift coverage activities

Procedure

- For overtime assignments within 6 days notice or less the Captain shall contact the next person on the overtime list, and continue down the list until the shift is filled
- For overtime assignments greater than 6 days notice the Captain shall inform the first person on the overtime list of their obligation to work
- Each overtime period worked will be added to the members running bucket list total on an hour-for-hour basis
- Employees on approved vacation, holiday, safety, personal day, shift-trade, CTO or CTO-T of 48 hours or more shall be exempt from this policy from their last day worked until their first scheduled day back
- New employees or employees on approved leaves of absence (ie: Military, FMLA, Workers Compensation, etc.) shall upon their return, have their overtime bucket list total placed at 10% below the lowest member on the list. If such an adjustment would result in lowering their bucket position below its current standing, no adjustment shall be made
- All overtime qualifying for CTO-R or premium pay (i.e. strike teams, training, etc.) shall be subject to this policy
- Probationary employees shall not be added to the bucket overtime list until successful completion of the 90-day Firefighter task book, at which time they may fill Firefighter Overtime only. Probationary employees may not work as an acting Engineer/Engineer until the successful completion of their 6-month task book (Reference policy #1655). This policy does not preclude overtime **assigned** to probationary members to ensure proper staffing levels or to fulfill operational requirements on a case-by-case basis to maintain operational readiness with duty officer approval

City of Oroville Fire Department	 Policy #1625
POLICY & PROCEDURES	
ADMINISTRATION	PAGE 1 of 2
Out of County/Strike Team Assignments	REVISED DATE: 08/2014

Purpose

To provide a fair and equitable method to fill strike team assignments

Procedure

- A “Strike Team” list will be updated every year prior to fire season
- The list will serve as a preference list when filling strike team assignments
- OFD members may elect to be on or off the list according to their preference; however, once the list is established, no changes will be made for the remainder of the year
- The list order will initially be created according to seniority and rank. After the first assignment, activated personnel will be moved to the bottom of the list
- If a member that is up for activation is unable to be contacted, they will still be moved to the bottom of the list if a strike team is sent out. The member who cannot be contacted will be placed below those actually assigned
- Activated members may elect to give their spot up with a mutual agreement with another qualified individual. The originally assigned member will be moved to the bottom of the list
- For “Immediate Need” strike team assignments, Captains will assemble crews as necessary to meet the needs of both the City and the assignment. Captains are to consult with the Duty Officer when configuring staffing under this provision
- All time on strike teams will be debited from the appropriate overtime bucket list
- Strike team members may request relief from a strike team assignment after a minimum 7 day period of continuous commitment time to the strike team. Requested relief for emergency purposes will be handled on a case-by-case basis with the approval of the Duty Officer

City of Oroville Fire Department



Policy

POLICY & PROCEDURES

#1625

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Out of County/Strike Team Assignments

REVISED DATE: 08/2014

- Any member that is qualified and assigned to act in a position that is above their current classification/pay grade for a strike team, task force, overhead, or other compensated mutual aid to an outside agency, that member shall receive out of class payment for all assigned hours
- This does not limit the Fire Chief or his designee from deviating from this policy as needed for proper staffing

City of Oroville Fire Department	 Policy #1630
POLICY & PROCEDURES	
ADMINISTRATION	PAGE 1 of 2
Compensatory Time Off	REVISED DATE: 08/2014

Purpose

To establish a standardized process for requesting Compensatory Time Off (CTO)

Procedure

1. CTO may be requested whenever there is adequate personnel available to meet minimum staffing requirements and with the approval of the Fire Chief or his designee
2. Request for CTO will be submitted in writing to the Shift Captain and will be received by the Fire Chief or his designee 48 hours in advance of his/her request to take CTO
3. Request made with less than 48 hours notice will be considered on a case-by-case basis
4. Request for CTO will be considered on a first come, first served basis
5. Minimum requested hours for CTO is 12 hours
6. CTO must be taken for the first 12 hours (0700-1900), the second 12 hours (1900-0700) or for the entire 24 hour shift
7. Request to cancel approved CTO will be submitted in writing at least 24 hours prior to the start of the approved time off and will be given to the Shift Captain. Alteration to this provision must be approved by the Duty Officer

CTO-T / CTO-R Accrual for Training

- CTO-T/CTO-R may be earned for training conducted outside on normally assigned work hours
- CTO-T may be earned for elective course (must be job related)
- Preapproval of course attendance must be received in order to earn CTO-T
- CTO-R may be earned for training when such training is required. Required training is

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Compensatory Time Off	REVISED DATE: 08/2014

defined as attendance to classes, courses, drills, or other methods of receiving instruction in which the OFD member is mandated to attend by the Fire Chief or his designee (i.e. Training Officer)

- Department sponsorship for an OFD member in the form of tuition, travel, lodging, etc., in order for the employee to receive job related training, does not constitute the course as "Required"
- For the purpose of this policy, attendance of drills for members official assigned to Working Groups, specialized drills such as Haz-Mat, BIRG, Air Operations, etc. shall be considered required training
- See current OFFA/City of Oroville MOU for CTO accrual regulations
- In case of conflict between this policy and the current OFFA/City of Oroville MOU, the MOU language shall prevail

City of Oroville Fire Department	 Policy
POLICY & PROCEDURES	#1635
ADMINISTRATION	PAGE 1 of 1
Bid for Shift	REVISED DATE: 08/2014

Purpose

To ensure that seniority within rank will be considered when allowing fire department members to request their shift assignment

Procedure

- The bid-for-shift procedure will occur each year in October, prior to vacation picks
- Captains request first based on seniority
- Engineers request second based on seniority
- Firefighters request last based on seniority
- Requests shall be formatted as:
 - 1) 1st Choice
 - 2) 2nd Choice
 - 3) 3rd Choice
- Fire Captain bid results will be made available to department members before subsequent bidding is to be made
- The Fire Chief reserves the right to deviate from this policy for the proper operation of the department. The Fire Chief will provide written explanation to employees denied a requested shift that are made outside of this policy

City of Oroville Fire Department	 Policy #1640
POLICY & PROCEDURES	
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Turn Out Time Standard	REVISED DATE: 08/2014

Purpose

To establish acceptable turn out times for OFD fire companies

Procedure

1. Turn out time is defined as the amount of time elapsed between the receipt of the alarm and the point at which all company members are appropriately dressed, mount the apparatus, and ready for departure
2. Turn out times during the day should be less than 45 seconds, or less than 1 minute if the donning of PPE is required
3. Turn out times during the night should be less than 1 minute, or less than 1 minute 30 seconds if the donning of PPE is required
4. Any planned delay in response over 2 minutes (ie: training assignment) must be approved by the duty officer and the dispatch center shall be informed
5. No planned delays in response will be approved for physical training activities

Note:

It is understood that special circumstances will occasionally limit crews from meeting this target. In order to minimize those instances, the following should be heeded:

- Position apparatus for quick access
- Keep PPE organized and readily accessible
- Keep and monitor your radio at all times while away from the station or apparatus

City of Oroville Fire Department	 Policy #1645
POLICY & PROCEDURES	
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Uniform Standards	REVISED DATE: 08/2014

PURPOSE:

To provide Oroville Fire Department personnel with guidance for standardized, uniform and professional appearance while at work and when representing the department at training courses and functions outside of the city.

INTRODUCTION:

A clean, standardized uniform and professional appearance is essential to the positive image of the Oroville Fire Department. This policy provides a detailed description of acceptable apparel while operating on-duty and while representing the department and the city in any official capacity.

PROCEDURE:

Items issued or required for use as part of the official fire service uniform shall meet the specifications as set forth by the department. Any employee wishing to seek exceptions to the standard uniform policy must request approval in writing through the chain of command. Approvals will be issued in writing and made available to all employees.

Fire Uniform Standards

Class – A Uniform

The Class – A uniform is considered the formal/ceremonial dress attire of the Oroville Fire Department.

The Class – A uniform consists of:

Dress Coat:

1. Navy Blue Fechheimer #34892 with six button front.
2. Silver FD Buttons for Firefighter, Fire Engineer, Captain and Acting Captain.
3. Gold FD Buttons for Battalion Chief, Deputy Chief, and Fire Chief.
4. Rank Braids:
 - i. One blue braid will be worn on the sleeve of Firefighters.
 - ii. Two blue braids will be worn on the sleeve of Fire Engineers.

Dress Coat: (Continued)



- iii. Two silver braids will be worn on the sleeve of Fire Captains.
- iv. Two gold braids will be worn on the sleeve of Battalion Chiefs.
- v. Four gold braids will be worn on the sleeve of Deputy Fire Chiefs.
- vi. Five gold braids will be worn on the sleeve of the Fire Chief.

5. Years of Service Emblems:

- i. Shall be worn on the left sleeve above rank braids, one for every 5 years of total fire service experience.
- ii. Blue for Firefighters & Fire Engineers.
- iii. Silver for Fire Captains
- iv. Gold for Chief Officers.

Dress Pants:

- 1. Navy Blue – Fechheimer #34291
- 2. Female personnel have the option of wearing the following:
 - i. Marlow White’s Service Dress Navy Blue Skirt #59-305 100% wool

Dress Shirt:

- 1. White long sleeve – Flying Cross #35W5400 with the OFD patch on both shoulders.

Badge and Nameplate:

- 1. Badge shall be worn on the left side of coat in badge cutouts.
- 2. Name plate centered above the right hand pocket on the coat.
Name plate specifications – Blackington #J2-S:
 - i. Silver with black writing for Firefighter, Fire Engineers, and Fire Captains.
 - ii. Gold with black writing for Chief Officers.
 - iii. Two lines of writing in the following format:
 - Line 1: J. SMITH OR JOHN SMITH
 - Line 2: FIRE CAPTAIN
 - iv. A rank insignia will be placed on the name plate using color enamel that matches that of their badge.

Badge and Nameplate: (Continued)

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3. The rank insignias are as follows:
 - a. Fire Captain: Two Bugles side by side.
 - b. Fire Battalion Chief: Two crossed gold bugles.
 - c. Deputy Fire Chief: Four crossed gold bugles.
 - d. Fire Chief: Five crossed gold bugles.

Shoes:

1. Black – Original Swat #1180, Females: Black leatherette pumps w/2” heel #80-220 OR High gloss pumps w/2” heel #80-230

Socks:

1. Black with no trim. Females wearing optional skirts may wear nylons

Belt:

1. Black dress belt that does not distract from the uniform. Silver buckle for Captain’s and below, gold for Chief Officers.

Tie:

1. Black clip tie – Samuel Broome #45015. Females are authorized to wear the dress crossover tie

Collar Insignia:

1. Rank appropriate and will be of solid type on the coat and silhouette on the shirt.

Dress Hat:

1. Traditional Fire Department type Dress Hat.
 - a. Firefighters/Fire Engineers: Navy Blue hat with black bill and black trim.
 - b. Fire Captains: Navy Blue hat with black bill and silver trim.
 - c. Chief Officers: White hat with black bill and gold trim.
 - d. Hat piece of solid type to correspond with rank.
2. Shall be worn in a military manner, square and level on the head.
3. Plastic cap covers may be used during inclement weather.
4. Shall be in good, clean and serviceable condition.

The Class – A uniform standard: (Continued)

The Class – A uniform standard:

1. All personnel shall wear their badge, nameplate, and approved pins on the outer most garments (shirt or dress coat).

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2. In time of mourning, a 1/2" black band shall be placed over the badge from top left to bottom right covering the center seal of the badge.
3. Service ribbons and medals must be worn flush above the nameplate.
4. When wearing a long sleeve dress shirt
5. A white t-shirt must be worn under the uniform dress shirt; no other color shirt may be worn.
6. The dress shirt shall be pressed and free of defects.
7. A black tie must be worn and:
 1. Shall be plain with no designs or figures.
 2. Shall be dull or matte in finish.

Class – B Uniform

The Class – B uniform is considered the professional dress attire of the Oroville Fire Department. Below is a guideline for the use of Class-B uniform shirts:

1. Public Functions
2. Station Tours
3. Public Education Events
4. Participation in inter-agency training (academic)
5. Other on duty activities where a professional appearance is necessary

The Class-B uniform shirt is not required between the hours of 1700-0800 unless participating in the above mentioned activities. The Shift Captain maintains discretion and responsibility for ensuring crews maintain a professional and uniform appearance. During times when the Class-B uniform shirt is not required, members are to be in department approved t-shirts.

The Class – B uniform consists of:

Work Uniform Shirt:

1. Fire Captain, Fire Engineer and Firefighter
 - a. Short Sleeve
 - i. Navy Blue – Short Sleeve – Nomex – Workrite 720NMX45NB
 - b. Long Sleeve
 - i. Navy Blue – Long Sleeve – Nomex – Workrite 725NMX75NB
3. Chief Officers – Administrative Uniform
 - a. Short Sleeve

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- i. White – Short Sleeve – Flying Cross - #95R6600
- b. Long Sleeve
 - i. White – Long Sleeve – Flying Cross # 35W5400

The Class – B uniform standard: (Continued)

- 4. Chief Officers – Duty Chief Coverage Uniform
 - a. Short Sleeve
 - i. Navy Blue – Short Sleeve – Nomex – Workrite 720NMX45NB
 - b. Long Sleeve
 - i. Navy Blue – Long Sleeve – Nomex – Workrite 725NMX75NB

Uniform Shirt Standards:

- 1. OFD patch on each shoulder of the Class-B shirt.
- 2. On the right chest will be the following: (per OFD spec)
First Initial **OR** First Name. Last Name and Rank
- 3. These items will be embroidered on the right chest, using all caps, in white (for positions of Firefighter, Fire Engineer, & Fire Captain) & in gold for all Chief Officers using 7/16” lettering.

Example:

J. SMITH **OR** JOHN SMITH
FIRE ENGINEER

- 5. The appropriate position titles are as follows:
FIRE INTERN
FIREFIGHTER
FIRE ENGINEER
FIRE CAPTAIN
BATTALION CHIEF
DEPUTY FIRE CHIEF
FIRE CHIEF

Work Uniform Pants:

- 1. Navy Blue – Nomex – Workrite – 402NMX75NB

Belt:

- 1. Black, 1 ¾”, basket weave type. Plain/Standard buckle to correspond with rank. Captain and below, silver. Chief Officer, gold. Fire Service oriented buckle may be substituted when appropriate.

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Boots:

6. Black boots that must meet the requirements of ANSI Z-41 Standard.

Collar Insignia:

1. Appropriate collar insignia, based on rank, of the solid, silhouette type or embroidered with blue background.

Badge:

1. Department issued badge worn in cutouts on Class-B shirt.

T-Shirt:

1. Department approved t-shirt worn under the Class B uniform shirt (long or short sleeved). No alterations or changes to the department approved t-shirt are allowed under any circumstance. The t-shirt must conform to the approved logo design and be purchased from the department authorized vendor(s).
2. Long sleeve t-shirts are not to be worn under short-sleeved class-B uniform shirts.

Polo Shirt:

1. Navy Blue – 5.11 Tactical Polo (*Color's other than Navy Blue may be worn for training, conferences and/or special events such as "Red Shirt Friday" which supports our Military; but must still conform to Logo and name/rank design requirements. Chief Officers may wear white polo's when not performing as Duty Chief.*)
2. Front left approved OFD logo embroidered OR screen printed.
3. Front right, name and rank embroidered as set forth in the work uniform shirt standard.
4. Silhouette or Embroidered Collar Rank Insignia (as required)
5. The polo must conform to the approved logo design.

Duty Jacket (Optional): (Worn Over Class B Work Uniform Shirt or t-shirt)

1. Navy Blue – 5-11 Tactical, 5 in 1, w/removable fleece liner
2. Silhouette or Embroidered Collar Rank Insignia (as required)
3. Front left approved OFD logo embroidered or OFD Badge.
4. Front right, above radio pocket, name and rank as set forth in the work uniform shirt standard.
5. The Duty Jacket must conform to the approved logo design and be purchased from the department authorized vendor(s).

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6. Approved OFD patches may be placed on the shoulder(s) of the Job Shirt.

Duty Job Shirt: (Worn Over Class B Work Uniform Shirt)

1. Navy Blue – Game Work Wear #810, #811 **OR** #133748
2. Silhouette or Embroidered Collar Rank Insignia (as required)
3. Front left approved OFD logo embroidered.
4. Front right, above radio pocket, name and rank as set forth in the work uniform shirt standard.
5. The Duty Job Shirt must conform to the approved logo design and be purchased from the department authorized vendor(s).
6. Approved OFD patches may be placed on the shoulder(s) of the Job Shirt.

Sweatshirt: (Worn Over Uniform T-Shirt)

1. Department approved crew neck sweat shirt may be worn during cold weather times. No alterations or changes to the department approved sweatshirt are allowed under any circumstance. The sweatshirt must conform to the approved logo design (front & back) and be purchased from the department authorized vendor(s).

Ball Cap:

1. Navy Blue “Flex-Fit” Pacific Pro Series ball cap.
2. In Block Type:
 - CITY OF OROVILLE (Arched) (White) (1/2”)
 - FIRE (Level) (Red w/White outline) (3/4”)
 - DEPARTMENT (Level) (White) (1/2”)
3. Last name may be placed on the back. (Level) (White) (1/2”)
4. American Flag may be worn on either side of cap

Beanie:

1. Port & Company
2. Logo to match approved OFD Baseball Cap Logo.

Physical Fitness Attire:

T-Shirt:

1. Department approved T-shirt (long or short sleeved). No alterations or changes to the department approved T-Shirt are allowed. The T-Shirt must conform to the approved logo design (front & back) and be purchased from the department authorized vendor(s).

Sweatshirt: (Worn Over Uniform T-Shirt)

City of Oroville Fire Department	 Policy #1645
POLICY & PROCEDURES	
ADMINISTRATION	PAGE 8 of 8
Uniform Standards	REVISED DATE: 08/2014

7. Department approved crew neck may be worn during cold weather times. No alterations or changes to the department approved sweatshirt are allowed. The sweatshirt must conform to the approved logo design (front & back) and be purchased from the department authorized vendor(s). Approved hooded sweatshirts may be worn for physical fitness activities only

Sweatpants and/or Shorts:

1. Sweatpants shall be Navy Blue in color, made of 100% cotton.
2. Shorts shall be of Navy Blue

Special Amendment:

The following items have been temporarily added to this policy to minimize the impact of the uniform transitions to employees. The provisions are provided for the benefit of the employee.

- Item #1: All members of the Oroville Firefighters Association are hereby authorized to wear one official International Association of Firefighters (IAFF) lapel pin. The pin may be worn on the right side directly above the breast pocket immediately to the left of the name plate on Class – A uniforms or embroidered name on the Class – B uniform. No other pins are authorized unless specifically approved by the Fire Chief.
- Item #2: OFD employees shall conform to the dress code requirements of the California State Fire Marshal’s Office, State Fire Training and of the National Fire Academy and of any learning institution that requires professional attire as a condition for attending training courses, business related conferences and special events. It shall be the policy of the OFD that personnel will promote a professional appearance at all times when attending the aforementioned courses and events. Personnel attending courses that have been paid for through the department must conform to this policy and shall maintain a neat, clean and well groomed appearance at all times and conduct themselves in a manner as to ensure a positive image of the department and the city.

City of Oroville Fire Department	 Policy #1650
POLICY & PROCEDURES	
ADMINISTRATION	PAGE 1 of 1
Scheduling of Events	REVISED DATE: 08/2014

Purpose

To identify the proper channels and procedure for scheduling public events and activities that may impact on duty emergency crews

Procedure

- Request received to schedule an event should be directed to the on duty Shift Captain, regardless of what shift will be working on the affected date
- Prior to making a commitment to the requesting party, the Shift Captain shall confirm that the calendar is clear for the requested date and time
- Once a date is confirmed with the requesting party, the event will be listed on the shift calendar. The minimum information should include the date, time, and location
- An "Event Form" will be filled out. Place on copy in the following locations:
 - 1) Shift Captains Mail Box
 - 2) Next to affected shift calendar
- Make an entry in the "Events" category in the Emergency Reporting System. This entry will show up under the Master Calendar within the system

City of Oroville Fire Department	 Policy #1655
POLICY & PROCEDURES	
ADMINISTRATION	PAGE 1 of 3
Training Benchmarks	REVISED DATE: 08/2014

Purpose

To establish training benchmarks for each operational rank and position

To ensure personnel receive training commensurate with their level of responsibility

Procedure

- This policy is to be used as an administrative guide for meeting mandated, recommended, and best-practice standards for training of personnel within each classification
- This policy is intended to establish training goals within the Oroville Fire Department
- This policy is not intended to establish, infer, or suggest a procedural right of employees to training or certification
- Interpretations, alterations, and/ or exception to these established goals shall remain at the sole discretion of the Fire Chief
- Whereas this policy is in conflict with state, federal, or local law; that law shall supersede this policy
- **Grandfathering exemption:** Although an attempt will be made to have personnel complete necessary training, current positions will not be required to “step back” in order to fulfill the intent of this policy (i.e. Captain to Firefighter requirements). Documented past training from previous programs will be considered sufficient unless required by law or statute



PFF	COURSE
INITIAL	FIREFIGHTER I / CSFM
INITIAL	EMT
INITIAL	CPR
INITIAL	BLOOD BORN PATHOGENS
INITIAL	OVER THE EDGE/ LARRO
INITIAL	CONFINED SPACE AWARENESS
INITIAL	SWIFT WATER AWARENESS
INITIAL	HAZ MAT- FRO
INITIAL	ICS- 100/200
INITIAL	OFD OPERATIONAL ORIENTATION CERTIFICATE
3 MONTH	OFD FIREFIGHTER SKILLS CERTIFICATE
6 MONTH	OFD APPARATUS OPERATOR I CERTIFICATE
9 MONTH	OFD APPARATUS OPERATOR II CERTIFICATE
12 MONTH	OFD APPARATUS OPERATOR III CERTIFICATE
18 MONTH	OFD PROBATION CERTIFICATE

FIREFIGHTER	COURSE
INITIAL	OFD PROBATION CERTIFICATE
12 MONTH	CSFM FF II

ENGINEER	COURSE
INITIAL	COMPLETION OF PFF CURRICULUM
6 MONTH	DRIVER OPERATOR 1/ CSFM
12 MONTH	CONFINED SPACE OPERATIONS (40 HR)
12 MONTH	RESCUE SYSTEMS II
12 MONTH	SWRT-1 (or Equivalent)



ACTING CAPTAIN	COURSE
INITIAL	COMPLETION OF ENGINEER CURRICULUM
INITIAL	COMMAND 1-A/ CSFM
INITIAL	COMMAND 1-B/ CSFM
INITIAL	COMMAND 1-C/ CSFM
INITIAL	ICS-300
INITIAL	S-290 CERTIFICATE
INITIAL	KNOX BOX CERTIFICATE
INITIAL	EMERGENCY REPORTING CERTIFICATE
INITIAL	CFI TRAINER- DOCUMENTING THE SCENE
INITIAL	REPORTING WRITING CERTIFICATE

CAPTAIN	COURSE
INITIAL	COMPLETION OF ENGINEER CURRICULUM
INITIAL	COMPANY OFFICER CERTIFICATE
INITIAL	S-290 CERTIFICATE
INITIAL	KNOX BOX CERTIFICATE
INITIAL	EMERGENCY REPORTING CERTIFICATE
INITIAL	CFI TRAINER- DOCUMENTING THE SCENE
INITIAL	REPORT WRITING CERTIFICATE

City of Oroville Fire Department	 Policy #1660
POLICY & PROCEDURES	
ADMINISTRATION	PAGE 1 of 3
BIRG Membership Requirements	REVISED DATE: 08/2014

Purpose

To provide opportunity for personnel to participate in the Butte Interagency Rescue Group (BIRG)

To establish minimum requirements for participation in BIRG

Procedure

- Personnel appointed to BIRG shall be determined by the Fire Chief
- The number of personnel appointed to BIRG shall be at the discretion of the Fire Chief
- Probationary employees are eligible for participation provided they are up-to-date with their probationary studies as determined by their Shift Captain

Qualifications

- The BIRG is broken into 6 working groups. There specific requirements for each group are as follows

Group	Qualifications
Over the Edge	Low Angle Rope Rescue (LARRO) <u>and</u> Rescue Systems I <u>and</u> ICS-200
Confined Space Rescue	Confined Space Operations/ CSFM <u>and</u> Low Angle Rope Rescue (LARRO) <u>and</u> EMT <u>and</u> ICS-200
Air Operations	BCSO Modular Technician Course <u>or</u> Cal Fire Short Haul Rescue Program <u>and</u> ICS-200 *Can only be completed through regular attendance to Air Ops drills



Group	Qualifications
Drowning Accident Response Team (DART)	Completion of Prerequisites <u>and</u> Application (See BIRG Manual)
Moving Water	River and Flood Water Rescue (FSTEP) <u>and</u> Rescue Boat Operations
Urban Search and Rescue	Rescue Systems I <u>and</u> Rescue Systems II <u>and</u> ICS-200

Membership

- Personnel wishing to join BIRG shall notify, in writing, their intent to the designated Battalion Chief/ BIRG Liaison
- All personnel that are granted membership to a BIRG Working Group will have a commitment of 2 years
- All BIRG assignments will be reviewed at 2 year intervals to determine re-eligibility and department needs. Personnel may be added or removed from participation at this time in order to meet department needs
- Training records for drills and in-house training will be maintained in accordance with the BIRG Operations Manual

Attendance

- All personnel assigned to BIRG will be provided with a current training calendar
- Eligibility as Team Members requires participation in at least 75% of scheduled BIRG training for your specific Working Group
- Personnel will be removed as Team Members if they are not able to meet the training participation requirements

City of Oroville Fire Department	 Policy #1660
POLICY & PROCEDURES	
ADMINISTRATION	PAGE 3 of 3
BIRG Membership Requirements	REVISED DATE: 08/2014

On-Duty Attendance: Overtime will be approved per policy (reference: Policy #1620) for on-duty personnel to attend their specified drills. Captains shall be advised, well in advance, to the need for overtime using the annual BIRG Training Calendar

Off-Duty Attendance: Call back pay at a minimum of 4 hours will be approved for off duty personnel to attend their specified drills

City of Oroville Fire Department	 Policy #1665
POLICY & PROCEDURES	
ADMINISTRATION	PAGE 1 of 1
Annual Training Requirements	REVISED DATE: 08/2014

Purpose

Identify minimum *annual* training requirements to meet various mandates and standards

Procedure

Training	Bi- Annual	Annual	Semi-Annual
* Firefighting Related Training		192 HRS	
Hazardous Material FRO- Refresher		8 HRS	
SCBA/ Respiratory Protection		Complete	
Confined Space- Refresher		Complete	
Hearing Protection		Complete	
Wildland Safety- Refresher		Complete	
Lock Out/ Tag Out		Complete	
Approved EMS CE's (EMT)			24 HRS
Approved EMS CE's (EMT-P)			48 HRS
CPR Certification			Complete
Blood Borne Pathogen		Complete	
AED Skills Verification	Complete		

* 16 Hrs per member/ per month average (ISO)

- This policy does not include initial or refresher training requirements for specialized duties
- This policy does not include required initial training requirements

City of Oroville Fire Department	 Policy #1700
POLICY & PROCEDURES	
HEALTH AND WELLNESS	PAGE 1 of 1
Blood Borne Pathogens	REVISED DATE: 08/2014

Purpose

To establish the equipment and training requirements to avoid exposure to Blood Borne Pathogen (BBP) and other infectious agents

Procedure

Equipment

The OFD will provide all necessary Personal Protective Equipment (PPE) in order to protect members from BBP and other potential infectious agents. More detailed information on training, equipment, and engineering controls can be found in the Oroville Fire Department Infection Control Plan. All personnel will be issued a personal bag containing the following items:

1. N95 and N100 respiratory mask
2. Clear ANSI approved eye glasses
3. BBP exposure kit including gown
4. Disposable CPR barrier devices
5. Sanitizing cleaner and wipes
6. Examination gloves
7. Bio-Hazard bag

Replacement items are immediately available to all members on each apparatus and in the EMS equipment storage area. It is the responsibility of all members to fully comply with OSHA and OFD departmental regulations as it pertains to the use of BBP PPE equipment.

BBP Training

All members are required to complete an annual BBP training session. This training will be provided by the department. Additional training is available on request.



Purpose

California has specific law which defines a Mandatory Reporter. A mandatory reporter is one who is required by law to report any instance of suspected child or elder abuse to law enforcement. Career Firefighters and EMT's are identified by law as mandatory reporters.

Definitions

- Elder abuse
 - a) Physical abuse, neglect, financial abuse, abandonment, isolation, abduction or other treatment with resulting physical harm or pain or mental suffering
 - b) The deprivation by a care custodian of goods or services that are necessary to avoid physical harm or mental suffering
- Child Abuse
 - a) California law recognizes that child abuse happens when a child gets physically hurt by intention, receives cruel and inappropriate punishment, exploited sexually or when the child does not receive adequate food, shelter, clothing, medical care or left in dangerous conditions or environments. California law does not specify an age requirement as to when a child can be left home alone although parents or caretakers should ensure that the child is mature enough to avail for help if an emergency comes up
 - b) California Welfare and Institution Code, Sec. 300(a) states that spanking to the buttocks is not child abuse unless it causes physical injury

Procedure

- Fulfill your legal obligation as a mandatory reporter by contacting law enforcement and requesting them to the scene if you suspect abuse of any kind
- Document details of the suspected abuse in your incident report narrative
- Ensure appropriate agencies (i.e. CPS, APS, etc. are contacted; either by consulting with law enforcement or direct contact

City of Oroville Fire Department	 Policy #1710
POLICY & PROCEDURES	
HEALTH AND WELLNESS	PAGE 1 of 1
Gymnasium Use	REVISED DATE: 08/2014

Purpose

To identify the proper use of the gymnasium located at the Oroville Fire Department

Procedure

- The gymnasium may be used by sworn public safety personnel of the Oroville Fire Department and the Oroville Police Department
- The gymnasium is open for all hours to both on-duty and off-duty personnel; however, priority will be established for on-duty Fire personnel during the designated physical training time
- Personnel using the gymnasium between the hours of 2000 hrs and 0700 hrs should use care to not disturb on duty rescue personnel
- The use of the gymnasium is open to ride-a-long individuals only after obtaining a fully completed ride-a-long liability waiver
- The gymnasium may be used by other cooperating Fire/Rescue agencies when working directly with OFD and OPD members. Such use shall also be with the approval of the Shift Captain.
- Listening of music in the gymnasium is permitted as long as it does not interfere with receiving the receipt of alarms or other telephone and radio communications

City of Oroville Fire Department	 Policy #1715
POLICY & PROCEDURES	
Health and Wellness	PAGE 1 of 1
Annual Physical Evaluations	REVISED DATE: 08/2014

Purpose

To identify annual medical evaluation requirements for operational members of the Oroville Fire Department

Procedure

- The Oroville Fire Department shall provide each operational member of the department with an annual medical exam
- All operational members of the department will be required to participate and complete the medical exam at the assigned dates and times
- At a minimum, the medical exam will be extensive enough to cover the mandate of OSHA 1910.134 for members required to wear respiratory equipment during the course of their employment
- At a minimum, the medical exam will be extensive enough to comply with applicable DMV requirements
- At a minimum, the medical exam will be extensive enough to establish a baseline of communicable diseases/conditions and annual monitoring for possible exposure to blood-borne or airborne pathogens through the collection of lab samples such as blood or urine (i.e. Hepatitis B, HIV, Tuberculosis)
- New OFD members will be offered HBV vaccinations on initial employment
- The goal of the program is to complete the exam process for all employees by January 1st of each year

City of Oroville Fire Department	 Policy
POLICY & PROCEDURES	#1720
HEALTH AND WELLNESS	PAGE 1 of 1
Annual Fit Testing	REVISED DATE: 08/2014

Purpose

To identify procedure and requirements for respiratory fit testing

Procedure

- All Operational OFD members are required to complete respiratory fit testing on an annual basis and/or when assigned a new SCBA face piece or other fitted respiratory PPE
- Fit testing is to be in compliance with OSHA 1910.130 regulations
- Annual fit testing shall be facilitated by a qualified and assigned OFD member
- OFD members must pass the annual fit test before being allowed to wear respiratory equipment

Questions submitted regarding the Oroville Feather River Master Plan (RFP) released on September 24, 2014 with submittals due by Thursday, October 23, 2014 Responses provided by the City of Oroville

Questions 09/29/2014

1. The RFP is unclear regarding the requirements for submittal, with no mention of the requirement to submit a scope or fee. As written, it appears that this is a request for qualifications only. Is that correct?

Response: *This is not a request for qualifications only. Appendix E, page 6, refers to a submitted fee schedule.*

2. The RFP states the intent is to "provide a single 'umbrella' of all plans...". More specifically, will this include assembling all existing, relevant information, evaluating it to determine conflicts/overlaps, and preparing additional planning concepts to infill gaps and integrate all plans into a unified whole?

Response: *By providing a "single umbrella" of all plans the intent is to have a single summary plan that is supported by all of the existing/envisioned plans. We believe the intent of the finished document is to have a singular document that reflects potential public space improvements along the Feather River as it runs through Oroville insuring that recreational and developmental opportunities respect each others plan.*

3. What CEQA documentation will be needed for this project?

Response: From CA.gov Frequently asked questions about CEQA). CEQA applies to certain activities of state and local public agencies. A public agency must comply with CEQA when it undertakes an activity defined by CEQA as a "project." A project is an activity undertaken by a public agency or a private activity which must receive some discretionary approval (meaning that the agency has the authority to deny the requested permit or approval) from a government agency which may cause either a direct physical change in the environment or a reasonably foreseeable indirect change in the environment.

Most proposals for physical development in California are subject to the provisions of CEQA, as are many governmental decisions which do not immediately result in physical development (such as adoption of a general or community plan). Every development project which requires a discretionary governmental approval will require at least some environmental review pursuant to CEQA, unless an exemption applies.

It is our understanding that CEQA will be triggered if, and when, an approved or envisioned project actually begins.

4. What format do you anticipate for the “final document/final study and implementation plan”?

Response: 8 bound copies, 8 unbound copies, 1 electronic version and 2 CD copies with all produced documents in full color.

5. What will the “implementation plan” include? Policy and regulatory strategies (General Plan updates, zoning updates)? Institutional and organizational strategies? Next steps? Initial planning or project-level cost estimates?

Response: *The plan is intended to be a long-term vision of the specific area adjacent to and including the Feather River from the Diversion Pool through Riverbend Park. A general list of implementation recommendations would be appropriate.*

6. The RFP is unclear regarding the desire for a public outreach process. What do you envision this process to be? If a scope and fee submittal is required, how many public outreach meetings should be assumed?

Response: *Most, if not all, of the plans that we envision under the “umbrella” have had public outreach meetings prior to their preparation and final acceptance. Planning for one should be included in the response.*

7. If a scope and fee submittal is required, how many meetings with City and SBF staff, public hearings, and SBF Steering Committee meetings should be assumed?

Response: *A face to face start up meeting followed by primarily conference calls, emails and draft summaries for SBF staff review.*

8. What consulting budget is allocated for this project? Will a percentage of that budget be set aside for staff administration?

Response: *\$50,000 has been allocated by the SBF Steering Committee.*

9. Why is the City requiring that a minimum 70% of the work is required to be completed by the prime consultant?

Response: *Due to the limited budget allocated for the plan it was deemed that most of it might be accomplished by the prime consultant. If this is impractical, than your response should provide compelling reasons for adjustment consideration.*

Questions received 09/30/2014

1. What is the proposed schedule for preparation of the plan?

Response: *Completion within 120 days*

2. Is there a community input component for the project?

Response: *Only if deemed necessary*

3. What is the budget for the plan?

Response: *\$50,000 has been allocated by the SBF Steering Committee*

4. What is the intended use of the plan? Will it be used as guidelines for future projects or will it actually be used to determine which projects can be implemented?

Response: *The plan is envisioned to be two-fold. (1) A guideline for future project funding from the SBF and (2) As stated in the RFP, page 3; The Oroville Feather River Master Plan (FRMP) will insure that the natural attributes in and around the Feather River are kept within the spirit of both the Settlement Agreement for the licensing of the Oroville Facilities (FERC Project No. 2100) and the desires of the Greater Oroville Community.*

5. What components are envisioned for the plan, e.g., existing conditions, opportunities and constraints, economic analysis, floodplain analysis, bio resources analysis, etc.?

Response: *Most likely opportunities & constraints only.*

6. It appears that the funding will actually be in the form of a grant to the selected contractor, who will then become the grantee responsible for all grant reporting and compliance. Is this correct?

Response: *No, the funds are not a grant. They were allocated as an administrative expense by the SBF which does issue grants for projects.*



CITY OF OROVILLE
FINANCE OFFICE
1735 MONTGOMERY STREET
OROVILLE, CA 95965-4897

530-538-2410

OROVILLE CITY COUNCIL
STAFF REPORT

TO: MAYOR AND COUNCIL MEMBERS
RANDY MURPHY, CITY ADMINISTRATOR

FROM: GLENN LAZOF, INTERIM FINANCE DIRECTOR

RE: Finance Department Report

DATE: October 7, 2014

AUDIT RFP: Staff is ready to recommend an Auditor to Council. Arrangements are being made for the Council to meet the recommended firm's Principal Auditor at the October 21 Council Meeting.

MUTUAL AID: The Fire Department has been out on several strike teams due to the California fires, including the Weed and King fires, along with others. We can expect reimbursement for our expenses from Federal and State sources. The necessary budget adjustments will be made/ brought to Council as appropriate.

OROVILLE SALES TAX REPORTS - Receipts for the City of Oroville through June 2014 (Sales through March) decreased by 1.4% over the same period last year. Fortunately, the budget projection for last year was conservative, 2014 proceeds are 8% above budget.

GOLDEN WEST STAIRS – The Council awarded the contract to furnish and install the stairs at Hewitt Park to Golden West Stairs April 1, 2014 also approving a supplemental adjustment to last year's budget for the project. The Purchase Order fell between fiscal years which resulted in the appropriation missing from the purchase carryover's reported at the last meeting. We will reflect the \$22,635 appropriation for fund 106 in a subsequent budget revision.

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 1900 CHURN CREEK RD
 STE 215
 REDDING, CA 96002
 (530) 224-4830

File Number: **390091**
 Receipt Number: **2251966**
 Geographical Code: **0404**
 Copies Mailed Date: **September 10, 2014**
 Issued Date:

DISTRICT SERVING LOCATION: **REDDING**
 First Owner: **LONG CREEK WINERY LLC**
 Name of Business: **LONG CREEK WINERY LLC**
 Location of Business: **233 WARD BLVD
 OROVILLE, CA 95966**
 County: **BUTTE**
 Is Premise inside city limits? **Yes**
 Mailing Address: **323 WARD BLVD
 OROVILLE, CA 95938**
 (If different from premises address)
 Type of license(s): **02**

City of Oroville
SEP 17 2014
Administration

Census Tract **0026.02**

Transferor's license/name:

Dropping Partner: Yes No

<u>License Type</u>	<u>Transaction Type</u>	<u>Fee Type</u>	<u>Master</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
02 - Winegrower	STOCK TRANSFER	GL5K	Y	0	09/10/14	\$100.00
NA	FEDERAL FINGERPRINTS	NA	N	2	09/10/14	\$48.00
NA	STATE FINGERPRINTS	NA	N	2	09/10/14	\$78.00
Total						\$226.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of BUTTE

Date: September 10, 2014

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

See 211 Signature Page

LONG CREEK WINERY LLC

9/16/2014

To: Oroville City Council

From: Artists of River Town

Re: Lantrip Museum/Collection Signage permit relief

City of Oroville

SEP 19 2014

Administration

Dear Council Members,

Artists of River Town has recently prepared signage for ART for the front area of the Centennial Cultural Center (CCC) facility to identify the art gallery in Centennial Hall. This a permit was required and this has been managed, paid, processed and a sign is now outside each day that the gallery is open and taken inside when closed.

The group has requested signage for the Lantrip Ashtray Museum/Collection. A meeting was held with Mr. Rust regarding same and the answer was that I would have to pay for a sign and a permit even though the collection and the facility belongs to the City.

The sign that was prepared for the Lantrip was the same color, style, and size as the ART sign and would most likely be placed in front of the building just a few feet away from the existing ART sign, depending on the agreement with the City. The sign would be visible from Montgomery Street.

Artists of River Town asks for relief of the permit fees for the museum sign. The permit fee would most likely be under \$300.00 if the fees are much the same as the ART sign. I have already paid for the sign. Please see photos.

The Collection has been enjoyed by a good many people who found their way to the CCC and it is expected that when the Collection is more easily located more visitors will view the many ashtrays. There are currently 800 small ashtrays displayed, previously there were 400 large ashtrays. The next display will consist of approximately 600 depending on the space requirements of the selection. It is an interesting collection and deserves to be seen.

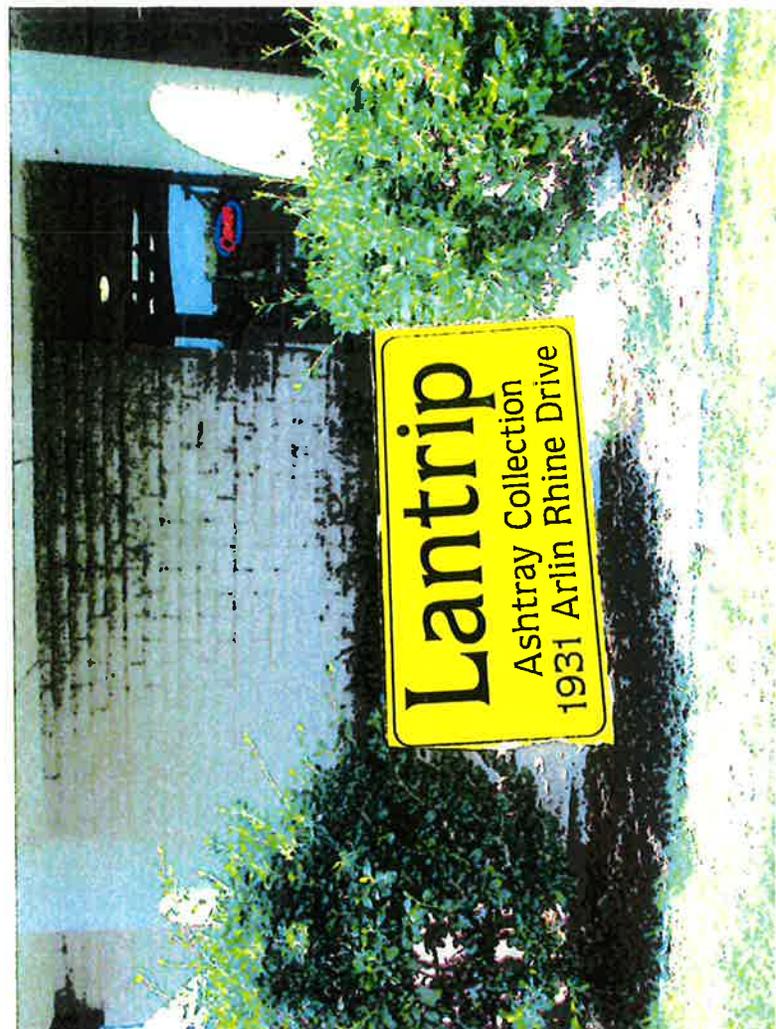
Sincerely,


Freda Flint

space
now →

handtrip sign
would be prepared
like the A.R.T. sign.

ART sign now



September 22, 2014

To the Honorable Mayor and City Council

It has come to our attention and is our understanding that Bud Tracy, of Tracy Realty Company, may be allowed to develop the Oroville Inn. I am writing to you on behalf of the Board of Directors of the Oroville Area Chamber of Commerce who have discussed this matter. They have stated that it is their collective belief that Mr. Tracy is the right person to tackle the renovation of the inn for these reasons:

- His heart is in the project and he has a passion to see it to fruition
- He has a viable plan to renovate and make the building functional
- He has access to investment capital to get the job done
- He has a history of success with revitalization projects both in Oroville and regionally

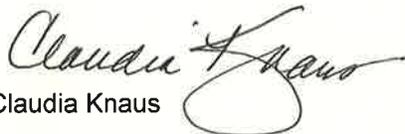
The Chamber Board of Directors has also heard from the Northwest Lineman College that they strongly support Mr. Tracy in this project.

Undoubtedly you already know, but it bears repeating, that the renovation of the Oroville Inn is one of the larger pieces of the puzzle in the revitalization of the historic downtown district. Life in the Inn will bring a new vitality to the downtown, something that has been lacking for many years, and will strengthen the economy of the downtown and the city as a whole.

Therefore, the Board of Directors of the Chamber highly encourages city council to approve the transfer of the title to the Inn to Mr. Tracy and his company. Let the renovation begin!

Please don't hesitate to contact me if you wish to discuss the Chamber's position on this matter.

Sincerely,



Claudia Knaus

President and CEO
Oroville Area Chamber of Commerce

Oroville Area Chamber of Commerce, 1789 Montgomery Street, Oroville, California 95965

530.538.2542 www.oroillechamber.net

League Takes Official Positions on Four Upcoming November Ballot Measures

City of Oroville
SEP 22 2014
Administration

Sample Resolutions For Cities Attached

September 22, 2014

The League has taken positions on four of the [six ballot measures](#) on the 2014 November general election ballot.

In order for the League to take a position on a proposition, it must first [qualify](#) for a general election ballot, followed by the League board of directors approving the proposed position by a two-thirds vote.

The following list contains brief description of the four ballot measures the League has taken positions on. In addition, sample position resolutions are provided below for cities to use should they choose to take a formal position on a specific measure.

[Proposition 1: Water Quality, Supply, and Infrastructure Improvement Act of 2014](#)

Upon approval of voters, Prop. 1 would provide a total of \$7.545 billion in bond funding for water related projects such as water conservation, groundwater recharge, stormwater capture and reuse/Clean Water Act Compliance, watershed restoration, water storage and conveyance and water recycling and reuse. The \$7.545 billion in funding would come from the issuance of \$7.12 billion in new general obligation (GO) bonds and the reallocation of \$425 million in existing bond funds previously approved by voters.

Funding for water projects would be subject to the following breakdown:

Clean, Safe, and Reliable Drinking Water: \$520 million

- \$260 million deposit in the State Water Pollution Control Revolving Fund Small Community Grant Fund for grants for wastewater treatment projects. Priority shall be given to projects that serve disadvantaged communities and severely disadvantaged communities, and to projects that address public health hazards.
- \$260 million for grants and loans for public water system infrastructure improvements to meet safe drinking water standards, ensure affordable drinking water, or both. Priority shall be given to projects that provide treatment for contamination or access to an alternate drinking water source or sources for small community water systems or state small water systems in disadvantaged communities whose drinking water source is impaired by chemical and nitrate contaminants and other health hazards.

Protecting River, Lakes, Streams, Coastal Waters, and Watersheds: \$1.495 billion

- *\$327.5 million for Conservancies to fund projects that restore, enhance, and protect watersheds.
- *\$100 million to protect and enhance urban creeks.
- *\$20 million shall be made available for a competitive program to fund multi-benefit watershed and urban rivers enhancement projects in urban watersheds that increase regional and local water self-sufficiency and that meet at least two of the following objectives:
 - Promote groundwater recharge and water reuse.
 - Reduce energy consumption.
 - Use soils, plants, and natural processes to treat runoff.
 - Create or restore native habitat.
 - Increase regional and local resiliency and adaptability to climate change.
 - At least 25 percent of the funds available pursuant to this section shall be allocated for projects that benefit disadvantaged communities. Up to 10 percent of the funds available pursuant to this section may be allocated for project planning.
- \$87 million to the Department of Fish and Wildlife for water quality, ecosystem restoration, and fish protection facilities that benefit the Delta.

Regional Water Security, Climate, and Drought Preparedness: \$810 million

- *\$510 million for hydrologic regions identified in the Water Action Plan for regional self-reliance security; grants and loans for projects included in an IRWM plan.
- *\$100 million for grants and loans for water conservation and efficiency plans, projects, and programs.
- *\$200 million for grants for multi-benefit stormwater management projects.

Statewide Water System Operational Improvement and Drought Preparedness: \$2.7 billion

- *\$2.7 billion for surface and subsurface water storage.
- *Funds are continuously appropriated.

Water Recycling: \$725 million

- *\$725 million for grants and loans for water recycling and advanced treatment projects.

Groundwater Sustainability: \$900 million

- *\$720 million for competitive grants, and loans for, projects to prevent or clean up the contamination of groundwater that serves or has served as a source of drinking water. Funds may also be used for projects necessary to protect public health by preventing or reducing the contamination of groundwater that serves or has served as a major source of drinking water for a community.
- *\$80 million for grants for treatment and remediation activities that prevent or reduce the contamination of groundwater that serves as a source of drinking water.
- *\$100 million of grants for projects that develop and implement groundwater plans.

Flood Management: \$395 million

- \$295 million to reduce the risk of levee failure and flood in the Delta.

* Indicates consistency with League water bond priorities.

League Position: Support

Many of the funding provisions outlined in Prop. 1 are consistent with water bond priorities developed by the League's Water Bond Task Force. The League supports this bipartisan proposal because it would provide financial support to help local communities provide reliable and clean drinking water.

- [Sample City Resolution](#)

Proposition 2: Rainy Day Budget Stabilization Fund Act

The measure establishes new state budget reserve fund requirements and policies and was approved by the Legislature on May 15, 2014, with strong bipartisan support. In conjunction with this action, the Legislature removed ACA 4 of 2009 from the November ballot, a previously adopted state reserve fund proposal that had not yet been submitted to the voters.

Specifically, the measure:

- Requires 1.5 percent of general fund (GF) revenues to be placed annually into a reserve fund called the [Budget Stabilization Account \(BSA\)](#). Caps the reserve at no more than 10 percent of GF revenues, and requires any additional contributions to be spent on infrastructure.
- Directs 50 percent of funds, that would have otherwise been deposited into the BSA to pay down any of the following through FY 2029-2030:
 - Previous [Prop. 98](#) school obligations;
 - Previous budgetary loans;
 - Local mandates owed pre FY 2004-05; or
 - Supplemental payments to reduce pension and benefit liabilities.
- Allows for budget reserve withdrawals or deposit suspensions following a gubernatorial finding of a "budget emergency."
- Creates a Prop. 98 reserve where capital gains revenues exceeding 8 percent of GF revenues (that are allocated to the Prop. 98 guarantee) can be placed into a reserve fund. Increases in funding related to capital gains would be retained for future years of decline. Deposits would be made after required increases in enrollment growth and cost-of-living and once the current maintenance factor was paid.

League Position: Support

The League believes Prop. 44 will bring more stability to the state's finances and supports the

measure's key principles of fiscal discipline, debt repayment and saving in preparation for the next economic downturn.

- [Sample City Resolution](#)

Proposition 46: Troy and Alana Pack Patient Safety Act of 2014

In response to ever-increasing medical liability costs, the Governor signed the Medical Injury Compensation Reform Act (MICRA) in 1975 to cap medical malpractice damages. Under MICRA, noneconomic damages (pain and suffering, emotional distress) are capped at \$250,000, while economic damages (medical costs, lost wages, and lifetime earning potential) are unlimited. Prop. 46 seeks to repeal the cap and increase the state's medical malpractice damage limits. The nonpartisan [Legislative Analyst Office \(LAO\)](#) predicts that state and local government health care costs would increase "likely ranging from the tens of millions of dollars to several hundred million dollars annually" if the cap were to increase as proposed.

Specifically, the measure:

- Adjusts the current \$250,000 cap on noneconomic damages for inflation, which, according to LAO, would bring the new cap to \$1.1 million;
- Requires reporting of suspected physician drug or alcohol impairment or failure to follow appropriate standard of care;
- Requires hospitals to conduct alcohol and drug testing on physicians; and
- Requires health care practitioners and pharmacists to consult the [Controlled Substance Utilization and Review Evaluation System \(CURES\)](#). CURES are an electronic monitoring system for the prescribing and dispensing of specific controlled substances. It is monitored by the [California State Department of Justice](#) and is intended to curb prescription drug abuse.

League Position: Oppose

While the measure contains other provisions of undeniable merit, the League opposes the significant cost increases local governments may incur due to increased medical liability costs resulting from repealing the MICRA cap.

- [Sample City Resolution](#)

Proposition 47: Safe Neighborhoods and Schools Act

This measure seeks to enact the significant changes in sentencing policy and direct any resulting state savings to support mental health and substance abuse treatment (65 percent), truancy and drop-out prevention (25 percent), and victim services (10 percent). Specifically, the measure would:

- Reduce sentencing penalties for specified non-serious and non-violent drug and property crimes. Specifically, it would direct that the following offenses be treated as misdemeanors, in most instances irrespective of the circumstances:
 - Commercial Burglary
 - Entering a commercial establishment during business hours with intent to commit larceny of property not exceeding \$950 will no longer be deemed commercial burglary. Instead, it will be defined as shoplifting, which is a misdemeanor.
 - Forgery
 - Under current law, forgery can be charged as a felony or misdemeanor (known as a “wobbler”) but Prop. 47 will re-define it to be a misdemeanor if the defendant is forging a financial instrument that does not exceed \$950.00 in value. As drafted, Prop. 47 would provide that even if the person has forged multiple documents whose total value exceeded \$950.00, that individual could only be charged with a misdemeanor, so long as no individual financial instrument exceeded the threshold.
 - Passing Bad Checks
 - Current law provides that the current threshold for felony prosecution for this offense is \$450.00, but Prop. 47 would increase this threshold to \$950.00. Current law provides that one prior conviction of this offense would trigger a felony charge on the second offense; but Prop. 47 requires three prior convictions for similar offenses.
 - Grand Theft
 - The provisions pertaining to grand theft will reduce the theft of all personal property, including all but the most exotic handguns, to a misdemeanor, ushering in a major change in current criminal justice policy. Prop. 47 states that all theft of property less than \$950.00 in value shall be a misdemeanor offense.
 - Receipt of Stolen Property
 - Under current law, receipt of stolen property is a felony/misdemeanor wobbler, with district attorneys granted discretion on how to charge the offense if the value of the property did not exceed \$950.00 — however Prop. 47 defines all such cases under \$950.00 to be misdemeanors.
 - Petty Theft with a Prior Offense
 - Under current law, a defendant with more than three prior offenses for theft could be charged with a felony if charged with the offense a fourth time. Under Prop. 47, felony penalties only apply if the person had been previously convicted of a serious or violent felony and had a theft-related related prior.
 - Drug Possession
 - Under Prop. 47, all drug possession cases will be reduced to misdemeanors. District attorneys would be stripped of discretion about whether to charge such offenses as felonies. This provision does not distinguish between “simple possession” and “possession for sale” — despite the fact that there can be a quantum difference in the amounts of a controlled substance involved between those two offenses. Prop. 47 makes

no distinction based on the nature of the controlled substance, so it would impose misdemeanor penalties even for possession of significant quantities of substances such as methamphetamine, or for possession of ketamine or GHB, both known to be date-rape drugs.

- Allow certain offenders previously convicted of the above crimes to apply for reduced sentences. This is expected to result in the release of an estimated 10,000 inmates. Newly sentenced offenders in the affected categories would be sentenced to county jails, many of which are already at capacity or overcrowded due to the implementation of 2011's AB 109, Public Safety Realignment.

League Position: Oppose

By reclassifying a series of what are felony or felony/misdemeanor offenses as outright misdemeanors, this measure will trigger significant public safety policy changes with respect to crimes such as theft of firearms and drug possession, including the possession of date-rape drugs. As drafted, it appears to be quite broad and treats nearly all instances of specified offenses with the same general rule, in a fashion that may not promote public safety. In addition, it will likely lead to changes in the prison inmate population, the county jail population, and what is known as the population of AB 109 offenders who are in and out of county jails.

- Sample City Resolution



Oroville Downtown Business Association
P.O. Box 2458 · Oroville CA 95965

October 1, 2014

Randy Murphy, City Administrator
City of Oroville
1735 Montgomery Street
Oroville, California 95965

City of Oroville
OCT 02 2014
Administration

Re: Christmas Holiday Decorations in Downtown Oroville

Dear Mr. Murphy,

Can you believe it? The Christmas Holiday Season is just around the corner. We, the ODBA, are already working on the holiday events in December which is the reason for this letter. We request help from the City of Oroville to make Downtown Oroville a Christmas holiday wonderland.

We need help with putting up the stringers of lights across the streets and hanging holiday banners on light poles. A member from the ODBA (John Casner) has volunteered to help with these tasks. Mike Giese, with the city's bucket lift truck, has performed this task the last two years during the month of November before Thanksgiving week. We are asking for him to be permitted to do this again this year.

In addition, we are planning on the Community Christmas Tree Lighting Event to be held on Friday, December 5th. In the past, the City has provided the tree placed in the front of the Municipal Auditorium for this celebration that is shared by many in this community. We are asking that a tree be provided again this year. The tree will need to be decorated by the 5th, so we are asking that it be in place by Tuesday, December 2nd.

The ODBA is planning the following events in the month of December: First Friday Downtown Christmas Wonderland, The Oroville Community Christmas Tree Lighting Event, and the Parade of Lights. We thank the City of Oroville in advance for all you do to support these events.

Sincerely,

Vince Carano
President
Oroville Downtown Business Association

CC: Linda Dahlmeier, Mayor
Don Rust, Public Works Director
Members of City Council