



## **OROVILLE CITY COUNCIL**

Council Chambers  
1735 Montgomery Street  
Regular Meeting

**DECEMBER 2, 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”*

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### **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. 6)**

### **RECONVENE TO OPEN SESSION**

### **OPEN SESSION (6:00 P.M.)**

### **PLEDGE OF ALLEGIANCE**

### **PROCLAMATION / PRESENTATION**

A Presentation by *Union Pacific* relating to the *Oil by Rail Project*.

### **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 NOVEMBER 18, 2014 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

2. **LEASE AGREEMENT WITH CATALYST DOMESTIC VIOLENCE SERVICES** – staff report

The Council may consider a Lease Agreement with Catalyst Domestic Violence Services to utilize a portion of the Centennial Cultural Center located at 1931 Arlin Rhine Memorial Drive, Oroville, for approximately six (6) months. **(Bill La Grone, Director of Public Safety)**

Council Action Requested: **Adopt Resolution No. 8298 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH CATALYST DOMESTIC VIOLENCE SERVICES FOR RENT OF OFFICE SPACE AT THE CENTENNIAL CULTURAL CENTER LOCATED AT 1931 ARLIN RHINE MEMORIAL DRIVE, OROVILLE – (Agreement No. 3097).**

3. **SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS' ASSOCIATION – NON-SWORN UNIT** – staff report

The Council may consider a Side Letter to the Memorandum of Understanding (MOU) between the City of Oroville and the Oroville Police Officers' Association – Non-Sworn Unit (OPOA-NSU), relating to Article 7.2 – Shift Schedule and Rotation. **(Randy Murphy, City Administrator and Liz Ehrenstrom, Human Resource Analyst II)**

Council Action Requested: **Adopt Resolution No. 8299 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS' ASSOCIATION – NON SWORN UNIT – (Agreement No. 1448-8).**

4. **MADAM RUBY'S USE PERMIT PAYMENT PLAN REQUEST** – staff report

The Council may consider a request from Madam Ruby, located at 1751 Oro Dam Boulevard, Suite No. 7, for a monthly payment plan for the processing of a use permit. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Adopt Resolution No. 8300 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING A USE PERMIT PAYMENT PLAN FOR THE BUSINESS IDENTIFIED AS "MADAM RUBY" LOCATED AT 1751 ORO DAM BOULEVARD, SUITE NO. 7 (APN: 035-050-051).**

5. **PURCHASE OF A SOLAR INVERTER FOR THE CITY HALL SOLAR SYSTEM** – staff report

The Council may consider the purchase of a solar inverter for the City Hall solar system from the lowest responsible bidder, Alameda Electric, in the amount of \$21,447. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested:

1. **Authorize the purchase of a solar inverter from Alameda Electrical Distributors, in an amount not to exceed \$21,446.25.**

2. **Authorize a transfer from Contingency to Supplemental Adjustment No. 2014/151202-XX.**

6. **FEDERAL AVIATION ADMINISTRATION LAND USE CHANGE AUTHORIZATION – staff report**

The Council may consider a Land Use Change Authorization with the Federal Aviation Administration for the Oroville Municipal Airport. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Adopt Resolution No. 8301– A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LAND USE CHANGE AUTHORIZATION WITH THE FEDERAL AVIATION ADMINISTRATION FOR THE OROVILLE MUNICIPAL AIRPORT.**

7. **AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH REINARD W. BRANDLEY – staff report**

The Council may consider an Amendment to the Professional Services Agreement with Reinard W. Brandley, in the amount of \$4,667, for engineering services relating to the Oroville Municipal Airport. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Adopt Resolution No. 8302 – 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 \$4,667, FOR THE PREPARATION OF A CATEGORICAL EXCLUSION FOR THE RUNWAY 2 PAPI AND RUNWAY K PROJECTS AT THE OROVILLE MUNICIPAL AIRPORT – (Agreement No 2006-10).**

8. **AMENDMENT TO AIRPORT GROUND LEASE WITH ROGER M. GRUBBS – staff report**

The Council may consider a 10-year extension to the Airport Ground Lease with Roger M. Grubbs. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Adopt Resolution No. 8303 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A TEN YEAR EXTENSION OF THE AIRPORT GROUND LEASE AGREEMENT WITH ROGER M. GRUBBS – (Agreement No. 1351-2).**

9. **FUND BALANCE POLICY IN ACCORDANCE WITH GOVERNMENT ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54 – staff report**

The Council may consider formally adopting the Fund Balance Policy which defines the fund balance categories in accordance with Government Accounting Standards Board (GASB) Statement No. 54. **(Randy Murphy, City Administrator and Ruth Wright, Director of Finance)**

Council Action Requested: **Adopt Resolution No. 8304 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE FUND BALANCE POLICY.**

10. **REVISIONS AND ADOPTION OF OROVILLE FIRE DEPARTMENT’S MANUAL POLICY NO. 1615 – APPARATUS STAFFING – staff report**

The Council may consider the revision and adoption of the Oroville Fire Department’s Manual Policy No. 1615 relating to Apparatus Staffing. **(Bill La Grone, Director of Public Safety)**

Council Action Requested: **Adopt Resolution No. 8305 - A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE REVISIONS TO THE OROVILLE FIRE DEPARTMENT’S POLICY NO. 1615 AND ADOPTING THE POLICY AS PART OF THE OFFICIAL OROVILLE FIRE DEPARTMENT POLICY MANUAL.**

**PUBLIC HEARINGS** - None

**REGULAR BUSINESS**

**11. REVISIONS AND ADOPTION OF THE OROVILLE FIRE DEPARTMENT POLICY NO. 1655 – TRAINING BENCHMARKS AND POLICY NO. 1670 – LIEUTENANT CLASSIFICATION – staff report**

The Council may consider the revisions and adoption of the Oroville Fire Department Manual Policy No. 1655 – Training Benchmarks and Policy No. 1670 – Lieutenant Classification. **(Bill La Grone, Director of Public Safety)**

Council Action Requested:

1. **Adopt Resolution No. 8306 - A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE REVISIONS TO THE OROVILLE FIRE DEPARTMENT'S MANUAL POLICY NO. 1655 – TRAINING BENCHMARKS AND POLICY NO. 1670 – LIEUTENANT CLASSIFICATION AND ADOPTING THE POLICIES AS PART OF THE OFFICIAL OROVILLE FIRE DEPARTMENT POLICY MANUAL; and**
2. **Direct staff to negotiate necessary changes to the Memorandum of Understanding between the City of Oroville and the Oroville Fire Fighters' Association regarding the Oroville Fire Department Manual Policy No. 1655 – Training Benchmarks and Policy No. 1670 – Lieutenant Classification.**

**12. RECOMMENDED REVISION TO CITY RESERVE POLICY, INCREASING THE FEE WAIVER RESERVE – staff report**

The Council may consider adopting the proposed Reserve Policy, increasing the Fee Waiver Reserve. **(Randy Murphy, City Administrator, Ruth Wright, Director of Finance and Glenn Lazof, Finance Project Manager)**

Council Action Requested: **Adopt Resolution No. 8307 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE RECOMMENDED REVISION TO CITY RESERVE POLICY, INCREASING THE FEE WAIVER RESERVE.**

**13. COST RECOVERY FOR EMERGENCY MEDICAL RESPONSE – staff report**

The Council may consider providing direction to staff regarding the drafting of an ordinance regarding excessive or abusive use of the Emergency Medical System. **(Bill La Grone, Director of Public Safety)**

Council Action Requested:

1. **Provide direction to staff relating to the proposed Cost recovery Ordinance; and.**
2. **Direct staff to continue to monitor for any potential cost recovery protocols; and**
3. **Direct staff to continue to participate in the Butte County Fire ALS Committee.**

**14. CAMPING AND STORAGE OF PERSONAL PROPERTY IN PUBLIC AREAS – PROPOSED ORDINANCE – staff report**

The Council will hear a presentation regarding a request from several Council Members related to camping and storage of personal property in public areas. **(Scott Huber, City Attorney)**

Council Action Requested: **Provide direction to staff related to a proposed ordinance relating to camping and storage of personal property in public areas.**

**15. STIPEND INCREASE - CITY COUNCIL, MAYOR, AND TREASURER STIPENDS** – staff report

The Council/Commission may consider adopting recommended revisions to Fiscal Year 2015 budget relating to City Council, Mayor, and Treasurer Stipends. **(Randy Murphy, City Administrator, Ruth Wright, Director of Finance and Glenn Lazof, Finance Project Manager)**

Council Action Requested:

1. **Option A - Take no action, leaving City Council, Mayor, and Treasurer Stipends at their current level; or**
2. **Option B (Requires a super majority) - Approve monthly Stipends as follows: Mayor \$500, City Council and Treasurer \$400, effective December 2014; and**
3. **Approve Supplemental Adjustment No. 2014/15-1202-XX; or**
4. **Option C (Requires a simple majority) - Direct staff to reflect an increase in monthly Stipends as follows Mayor \$500, City Council and Treasurer \$400, effective July 2015, in the 2015 - 2016 adopted budget.**

**16. STRUCTURE OF THE OROVILLE FIRE DEPARTMENT** – staff report

The Council may consider making the Battalion Chief position within the Fire Department permanent. **(Bill La Grone, Director of Public Safety)**

Council Action Requested:

1. **Adopt Resolution No. 8308 - A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE RESTRUCTING OF THE FIRE DEPARTMENT TO INCLUDE TWO BATTALION CHIEFS AND ADOPT THE SALARY SCHEDULE OF THE POLICE LIEUTENANT AS THE SALARY SCHEDULE FOR FIRE BATTALION CHIEFS; and**
2. **Approve Budget Adjustment No. 2014/15-1202-XX as indicated in the December 2, 2014 staff report.**

**17. MONTHLY SUMMARY OF INVESTMENTS AND MONTHLY FINANCIAL REPORTS FOR OCTOBER 2014** – reports attached

The Council will receive a copy of the Monthly Summary of Investments and the Monthly Financial Reports for October 2014. **(Randy Murphy, City Administrator)**

Council Action Requested: **Acknowledge receipt of the October 2014 Monthly Summary of Investments and Monthly Financial Reports.**

**MAYOR/ COUNCIL REPORTS**

**COUNCIL ANNOUNCEMENTS/COMMITTEE REPORTS** (A verbal report may be given regarding any committee meetings attended.)

- Sewerage Commission – Oroville Region
- Butte County Association of Governments

## **CITY ADMINISTRATOR/ ADMINISTRATION REPORTS**

**CORRESPONDENCE** - None

## **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 and Oroville Fire Fighters' Association.
2. 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.
3. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator, Director of Community Development, 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.
4. Pursuant to Government Code section 54956.9(b), the Council will meet with the City Administrator and the City Attorney regarding potential litigation – three cases.
5. Pursuant to Government Code section 54956.95, the Council will meet with City Administrator, City Attorney and Human Resource Officer relating to Worker's Compensation Case No. TBD.

## **ADJOURNMENT**

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, December 16, 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  
NOVEMBER 18, 2014 – 5:00 P.M.**

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The agenda for the November 18, 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](http://www.cityoforoville.org) on Thursday, November 13, 2014, at 9:30 a.m.

The November 18, 2014 regular meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 5:03 p.m.

**ROLL CALL**

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

Absent: None

**Staff Present:**

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Randy Murphy, City Administrator  
Bill La Grone, Director of Public Safety  
Donald Rust, Director of Community Development  
Rick Farley, EZ & Business Assistance Coordinator  
Rick Walls, Interim City Engineer  
Amy Bergstrand, Management Analyst III

Scott Huber, City Attorney  
Jamie Hayes, Assistant City Clerk  
Ruth Wright, Director of Finance  
Luis Topete, Associate Planner  
Rick Farley, EZ & Business Coordinator  
Dean Hill, Jr., Assistant Fire Chief

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**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Dahlmeier, with assistance from the Taylor Family.

**PROCLAMATION / PRESENTATION**

Mayor Dahlmeier conducted the Oath of Office for Ruth Wright, Director of Finance.

Chief La Grone presented a Police Badge and Mayor Dahlmeier conducted the Oath of Office for Shane Carpenter, Police Officer.

Mayor Dahlmeier presented Heather Obannion with a New Business Acknowledgement and Welcome to Oroville for Great Clips.

Mayor Dahlmeier presented Zack Reeb with a New Business Acknowledgement and Welcome to Oroville for Pro Championship Wrestling.

Mayor Dahlmeier presented Don Phillips with a New Business Acknowledgement and Welcome to Oroville for STREAM Charter School.

## RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

Art Hatley – Item No. 10  
Aaron Andrus – Item No.13

Erech Taylor – Item No. 11

## CONSENT CALENDAR

A motion was made by Council Member Bunker, seconded by Vice Mayor Wilcox, to approve the following Consent Calendar, with exception to Items No. 2, 4 and 5:

1. **APPROVAL OF THE MINUTES OF THE NOVEMBER 4, 2014 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached
2. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**
3. **INSTALLATION OF CABLE FOR CHRISTMAS DECORATIONS** – staff report

The Council considered a request from the Oroville Downtown Business Association for the installation of a cable for Christmas decorations at Myers Street and Montgomery Street, by City staff. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Approve the request from the Oroville Downtown Business Association for the installation of a cable for Christmas decorations at Myers Street and Montgomery Street, by City staff.**

4. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**
5. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**
6. **LEVEE CERTIFICATION INVESTIGATION** – staff report

The Council considered the use of discretionary funds to complete a Phase 2 levee investigation. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Adopt Resolution No. 8295 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING HDR ENGINEERING TO PROCEED WITH A PHASE 2 LEVEE INVESTIGATION.**

7. **COOPERATIVE WORK AGREEMENT WITH CALTRANS** – staff report

The Council considered a Cooperative Work Agreement with Caltrans for the Table Mountain Boulevard Roundabout Project. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Adopt Resolution No. 8296 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COOPERATIVE WORK AGREEMENT WITH CALTRANS FOR THE TABLE MOUNTAIN BOULEVARD ROUNDABOUT PROJECT – (Agreement No. 3095).**

**8. AMENDMENT TO AGREEMENT WITH NORTHWEST SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS – staff report**

The Council considered an amendment to the Agreement with the Northwest Society for the Prevention of Cruelty to Animals (NW SPCA) relating to Animal Control and Boarding Services. **(Bill La Grone, Director of Public Safety)**

Council Action Requested: **Adopt Resolution 8297 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH THE NORTHWEST SOCIETY FOR THE PREVENTION OF CRUELTY OF ANIMALS TO INCLUDE A 3% COST INCREASE FOR FISCAL YEARS 2014/2015 AND 2015/2016- (Agreement No. 2041-1).**

**9. CONTRACT FOR SERVICES AGREEMENT WITH EVAN’S APPRAISAL SERVICES, INC. – staff report**

The Council considered a Contract for Services Agreement with Evan’s Appraisal Services, Inc., in an amount not to exceed \$6,000, for Appraisal Services relating to four City-owned/RDA-owned properties. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Ratify the City Administrator’s execution of the Contract for Services Agreement with Evan’s Appraisal Services, Inc., in an amount not to exceed \$6,000, for Appraisal Services – (Agreement No. 3096).**

The motion to approve the above Consent Calendar 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

**ITEMS REMOVED FROM THE CONSENT CALEDAR**

**2. NON-FORECLOSURE OF CITY INTEREST ON PROPERTIES LOCATED AT 2732 SPENCER AVENUE AND 750 GARDELLA AVENUE – staff report**

The Council considered the non-foreclosure of City interest on properties located at 2732 Spencer Avenue (APN 013-212-020) and 750 Gardella Avenue (APN 012-181-006), Oroville, which are not financially feasible for the City to cure the underlying first loan mortgage defaults and payoffs of the first mortgage loans. **(Randy Murphy, City Administrator and Amy Bergstrand, Management Analyst III)**

At the request of Council Member Bunker, this item was removed from the Consent Calendar for clarification.

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

**Authorize the non-foreclosure of City loan interest on properties located at 2732 Spencer Avenue and 750 Gardella, Avenue, Oroville.**

The motion was passed by the following vote:

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

**4. ANNUAL MEMORANDUM OF UNDERSTANDING WITH CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION – staff report**

The Council considered an annual Memorandum of Understanding with the California Department of Forestry and Fire Protection (CalFire), in the amount of \$225.38 per day, for fire hazard mitigation work at various locations within the City of Oroville. **(Donald Rust, Director of Community Development)**

At the request of Council Member Bunker, this item was removed from the Consent Calendar for clarification.

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

**Adopt Resolution No. 8293 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN ANNUAL MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR FIRE HAZARD MITIGATION WORK AT VARIOUS LOCATIONS WITHIN THE CITY OF OROVILLE – (Agreement No. 3094).**

The motion was passed by the following vote:

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

**5. ACCEPTANCE OF 2014 HOUSING RELATED PARKS PROGRAM GRANT – staff report**

The Council considered accepting the 2014 Housing Related Parks Program Grant No. 14-HRPP-9240 and establishing the budget in the amount of \$316,700 for improvements to Oroville Municipal Auditorium. **(Randy Murphy, City Administrator and Amy Bergstrand, Management Analyst III)**

This item was removed from the Consent Calendar at the request of the Finance Department for corrections to the Fiscal Impact.

A motion was made by Council Member Bunker, seconded by Vice Mayor Wilcox, to:

- 1. Accept the 2014 Housing Related Parks Grant Agreement No. 14-HRRP-9240, in the amount of \$316,700, for improvements to the Oroville Municipal Auditorium.**

2. **Resolution No. 8294 - A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE APPLICATION AND CONTRACT EXECUTION OF A STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT HOUSING-RELATED PARKS PROGRAM GRANT IN THE AMOUNT OF \$316,700.**
3. **Approve Budget Adjustment No. 2014/15-1114-01 to establish a budget as indicated in the November 18, 2014 staff report.**

The motion was passed by the following vote:

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

### **PUBLIC HEARINGS**

10. **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM INCOME SUPPLEMENTAL APPLICATIONS – staff report**

The Council conducted a public hearing and discussed the submittal of Community Development Block Grant Program Income Supplemental Applications associated with Grant No. 12-CDBG-8405 and 14-CDBG-9893, and provided direction to staff to indicate the priority of the proposed activities to be submitted to the State for consideration. **(Randy Murphy, City Administrator and Amy Bergstrand, Management Analyst III)**

Mayor Dahlmeier opened the public hearing.

Art Hatley posed questions to the Council and staff relating to Community Development Block Grant Program Income.

Hearing no comments or questions from the audience, the public hearing was closed.

Following discussion, the Council prioritized the following activities/projects: Chinese Temple Museum, Code Enforcement, Municipal Auditorium, Economic Development Loans, YMCA and Catalyst to be submitted to the State for consideration.

### **REGULAR BUSINESS**

11. **FEE WAIVER REQUEST BY CALVARY BAPTIST CHURCH YOUTH MINISTRIES FOR USE OF THE MUNICIPAL AUDITORIUM – staff report**

The Council considered an appeal of the staff level denial of a facility use fee waiver request by Calvary Baptist Church Youth Ministries for use of the Municipal Auditorium for their New Year's Eve Celebration and for one Sunday evening per month for sporting events. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Erech Taylor, Applicant, spoke in support of the maximum fee waiver of 50% of the pro-rated fees associated with the fee waiver for use of the Municipal Auditorium by the Baptist Church Youth Ministries for their New Year's Eve Celebration and for one Sunday evening per

month for sporting events.

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

**Approve a maximum fee waiver of 50% of the pro-rated fees associated with the fee waiver request by Calvary Baptist Church Youth Ministries for use of the Municipal Auditorium for their New Year's Eve Celebration and for one Sunday evening per month for sporting events for a term ending December 31, 2015, with the understanding that annual community events will take precedence over this agreement.**

The motion was passed by the following vote:

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

**12. STORMWATER MANAGEMENT ORDINANCE – staff report**

The Council heard a presentation regarding a draft stormwater management ordinance and provided direction regarding adding Chapter 27 to the Oroville Municipal Code relating to Stormwater Management. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Following discussion, the Council directed staff to return with a stormwater management ordinance.

**13. REQUEST FROM A&M VAPES, INC. TO AMEND ORDINANCE NO. 1794 REGARDING ELECTRONIC CIGARETTES – staff report**

The Council considered a request from Aaron Andrus, President and CEO of A&M Vapes, Inc. to provide feedback on Mr. Andrus' presentation to the Council on October 17, 2014, requesting an amendment to Ordinance No. 1794 for the purpose of categorizing electronic cigarettes separate from the conventional cigarettes. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Aaron Andrus, President and CEO of A&M Vapes, spoke in support of an amendment to Ordinance No. 1794 for the purpose of categorizing electronic cigarettes separate from the conventional cigarettes.

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

**Uphold the current language in Ordinance No. 1794 relating to categorizing electronic cigarettes separate from the conventional cigarettes.**

The motion was passed by the following vote:

Ayes: Council Member Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

Noes: None  
Abstain: None  
Absent: None

### **MAYOR/ COUNCIL REPORTS**

Council Member Bunker and Vice Mayor Wilcox gave a brief report on the Oroville Veterans Parade and thanked Oroville Ford for providing vehicles for elected officials to ride in.

Council Member Pittman gave a brief report relating to the Butte County Continuum of Care Council.

### **CITY ADMINISTRATOR/ ADMINISTRATION REPORTS**

Donald Rust, Director of Community Development, Council Member Pittman and Mayor Dahlmeier gave a brief report on the success of the Orange Tree Apartments' Grand Opening.

Bill La Grone, Director of Public Safety announced positive results on the on-going recruitment for the City's Police Department.

City Administrator, Randy Murphy, reported vacancies on the City's Housing Loan Advisory Committee and Park Commission. Applications are currently being accepted.

### **CORRESPONDENCE**

- Recology, received October 30, 2014
- Butte County Office of Education, received October 31, 2014
- Coldwell Banker Commercial, received November 4, 2014
- California Water Service Company, received November 4, 2014
- Mark A. Lundberg, Butte County Public Health Officer, received November 6, 2014

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

Council Member Bunker reported that Oroville Economic Alliance had been awarded the Platinum Award from the 2014 MarCom Awards, an international creative competition that recognizes outstanding achievement by marketing and communications professionals.

Council Member Andoe requested staff to return with a reimbursement ordinance relating to mutual medical aid calls.

Council Member Pittman reported that the Supplemental Benefits Fund will be holding two public outreach meetings on December 10, 2014 in regards to the proposed Water Aquatics Center.

### **CLOSED SESSION**

The Council held a Closed Session on the following:

1. Pursuant to Government Code 54957.6, the Council met with Labor Negotiators, Director of Public Safety and City Attorney to discuss labor negotiations for the following represented groups: Oroville Police Officers' Association, and Oroville Fire Fighters' 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 Public Safety.
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: Director of Community Development.
4. 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 reportable actions had been taken in Closed Session and direction had been given to staff.

### **ADJOURNMENT**

The meeting was adjourned at 8:15 p.m. A regular meeting of the Oroville City Council will be held on Tuesday, December 2, 2014, at 5:00 p.m.

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Randy Murphy, City Clerk

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Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL  
STAFF REPORT**

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

**FROM: BILL LA GRONE, DIRECTOR OF PUBLIC SAFETY**

**RE: LEASE AGREEMENT WITH CATALYST DOMESTIC VIOLENCE  
SERVICES**

**DATE: DECEMBER 2, 2014**

**SUMMARY**

The Council may consider a Lease Agreement with Catalyst Domestic Violence Services (Catalyst) to utilize a portion of the Centennial Cultural Center located at 1931 Arlin Rhine Memorial Drive, Oroville, for approximately six (6) months.

**DISCUSSION**

At the October 21, 2014 meeting it was brought to the attention of the Council that Catalyst had lost their lease at their current location in Oroville. Catalyst is an advocacy group that advocates for victims of domestic violence. These services include counseling, domestic violence restraining order preparation, Victim assistance with court appearances, emergency sheltering of victims and general support for victims of domestic violence. Catalyst is an essential service for our community. Domestic Violence has no social, economic or cultural barriers. Unfortunately all segments of our society are touched by this devastating crime.

Catalyst has been searching for a suitable location that they could afford. Catalyst operates on a very small budget and cannot afford high rent. Catalyst has met with the Public Safety Director twice and toured the Centennial Cultural Center, 1931 Arlin Rhine Memorial Drive, Oroville. Catalyst is excited about the facility and feels as though it will meet their needs. The Public Safety Department is equally relieved to know this essential service will still be available in our community. Catalyst has requested to utilize the front office space at the Centennial Cultural Center, located at 1931 Arlin Rhine Memorial Drive.

This staff report and attached Lease Agreement are for the front portion, and three offices attached to the lobby area of the Centennial Cultural Center for office space to be used by Catalyst; the terms of the Agreement are for an initial six (6) month lease with an option to extend to a month to month basis to provide Advocacy services to victims of domestic violence.

Catalyst can afford \$310 per month for the office space at Centennial Cultural Center, at 1931 Arlin Rhine Memorial Drive and has agreed to be responsible for 13% of the utilities. This may result in a positive impact on the General Fund of \$310 per month. Currently this space in the building is unoccupied.

### **FISCAL IMPACT**

This action will increase General Fund revenues by \$1,860.

### **RECOMMENDATIONS**

Adopt Resolution No. 8298 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH CATALYST DOMESTIC VIOLENCE SERVICES FOR RENT OF OFFICE SPACE AT THE CENTENNIAL CULTURAL CENTER LOCATED AT 1931 ARLIN RHINE MEMORIAL DRIVE, OROVILLE – (Agreement No. 3097).

### **ATTACHMENTS**

Resolution No. 8298  
Agreement No. 3097

**CITY OF OROVILLE  
RESOLUTION NO. 8298**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH CATALYST DOMESTIC VIOLENCE SERVICES FOR RENTAL OF OFFICE SPACE AT THE CENTENNIAL CULTURAL CENTER LOCATED AT 1931 ARLIN RHINE MEMORIAL DRIVE, OROVILLE**

**(Agreement No. 3097)**

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

1. The Mayor is hereby authorized and directed to execute a Lease Agreement with Catalyst, to rent office space located at Centennial Cultural Center located at 1931 Arlin Rhine Memorial Drive, Oroville.
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a special meeting on December 2, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

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Scott E. Huber, City Attorney

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Randy Murphy City Clerk

**CITY OF OROVILLE PUBLIC FACILITY  
LEASE AGREEMENT**

THIS LEASE AGREEMENT is made this 1<sup>st</sup> day of January, 2015, between City of Oroville ("Landlord"), and Catalyst Domestic Violence Services ("Tenant").

**BUSINESS TERMS**

Landlord: **CITY OF OROVILLE**

Tenant: **CATALYST DOMESTIC VIOLENCE SERVICES**

Premises: Centennial Cultural Center – (Former VIPS Area)  
1931 Arlin Rhine Memorial Drive  
Oroville, CA 95965

Permitted Use: Office

Current Zoning: C2 – Intensive Commercial

Term: 6 months, plus an option to renew on a month to month basis.

Renewal Option: Month to Month.

Base Rent: \$310.00 per month

Percentage Rent: NONE

Net Lease: Tenant is to pay for all taxes, insurances, and common area maintenance charges. The tenant is responsible for all occupancy costs for the Premise as subject to Paragraph 7.

Security Deposit: \$1,000

Security Deposit is held to mitigate damage that may result to the Premise from business operations as subject to Paragraph 5. Deposit is returned in full with no interest when Premise has been vacated and inspected by the City of Oroville to assess its condition.

**Rent Commencement:** Rent, as subject to Paragraph 4, shall commence on the execution of this Lease Agreement. Tenant shall pay Landlord its rent for the first month rent and security deposit for the Premise.

**Possession:** At execution of Lease Agreement by all parties.

**Condition of Premises:** Tenant is willing to take the Premises in "as is" condition subject to conducting a thorough assessment of the condition of the Premises by Tenants' contractors to determine if the "Construction Allowance" as set forth herein will be adequate to bring the Premises into good working order.

Any additional improvements over and above the "Construction Allowance" shall be at Tenant's sole cost and expense as subject to Paragraph 13.

**Building Signage:** Signage shall be in conformance with the Zoning Code, sign regulations, and approved by Landlord prior to installation or placement. All signage shall be at Tenant's expense.

1. **Granting Clause.** In consideration of the obligation of Tenant to pay rent as herein provided and in consideration of the other terms, covenants, and conditions hereof, Landlord leases to Tenant, and Tenant takes from Landlord, the Premises, to have and to hold for the Lease Term, subject to the terms, covenants and conditions of this Lease.

2. **Acceptance of Premises.** Tenant shall accept the Premises in its condition as of the Commencement Date, subject to all applicable laws, ordinances, regulations, covenants and restrictions. Landlord has made no representation or warranty as to the suitability of the Premises for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises are suitable for Tenant's intended purposes. Except as provided in Paragraph 11, in no event shall Landlord have any obligation for any defects in the Premises or any limitation on its use. The taking of possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in good condition at the time possession was taken except for items that are Landlord's responsibility under Paragraph 11.

3. **Use.** The Premises shall be used only for the purpose of providing crisis intervention services to victims of domestic violence and community education. Tenant must comply with the City Zoning Code. Tenant shall not conduct or give notice of any auction, liquidation, or going out of business sale on the Premises, without Landlord's prior written consent, which Landlord shall not unreasonably withhold.

Tenant will use the Premises in a careful, safe and proper manner and will not commit waste, overload the floor or structure of the Premises or subject the Premises to use that would damage the Premises. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises, or take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Landlord or any tenants of the Premises. Tenant, at its sole expense, shall use and occupy the Premises in compliance with all laws, including, without limitation, the Americans With Disabilities Act, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises (collectively, "Legal Requirements") unless such Legal Requirements are met due to their "grandfathered" nature. Tenant shall, at its expense, make any alterations or modifications, within or without the Premises, that are required by Legal Requirements related to Tenant's use or occupation of the Premises unless such Legal Requirements are met due to their "grandfathered" nature. Tenant must receive Landlord's written authorization and approval for all alteration or modifications to the Premises.

4. **Base Rent.** Tenant shall pay Base Rent in the amount set forth above. The first month's Base Rent, the Security Deposit, and the first monthly installment of estimated Operating Expenses (as hereafter defined) shall be due and payable on the date hereof, and Tenant promises to pay to Landlord in advance, without demand, deduction or set-off, monthly installments of Base Rent on or before the first day of each calendar month succeeding the Commencement Date, and the first month rent is due on or before January 1, 2015. Payments of Base Rent for any fractional calendar month shall be prorated. All payments required to be made by Tenant to Landlord hereunder (or to such other party as Landlord may from time to time specify in writing) shall be made by check of immediately available funds before 4:00 p.m., Pacific Time, at City of Oroville, Finance Department, 1735 Montgomery Street, Oroville, California, 95965, or as Landlord may from time to time designate to Tenant in writing. The obligation of Tenant to pay Base Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Tenant shall have no right at any time to abate, reduce, or set-off any rent due hereunder except as may be expressly provided in this Lease. If Tenant is delinquent in any monthly installment of Base Rent for more than 5 business days, Tenant shall pay to Landlord on demand a late charge equal to 5 percent of such delinquent sum. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as a penalty.

5. **Security Deposit.** The Security deposit is due on or before January 1, 2015. The security deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants and conditions to be performed by Tenant. The security deposit shall not be assigned, transferred or encumbered by Tenant, and any attempt to do so shall not be binding upon Landlord. If, at any time during the term of this Lease, any rent or portion of any rent payable by Tenant to Landlord shall not be timely paid, then, Landlord may, at its option (but shall not be required to), appropriate and apply any portion of the security deposit to the payment of such overdue rent. Under no circumstances shall Tenant apply the security

deposit as Rent for the final months of the Lease. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then, at the option of Landlord, Landlord may (but shall not be required to) appropriate and apply the security deposit, or so much so as may be necessary, to compensate Landlord for all loss or damage sustained or suffered by Landlord due to such default on the part of Tenant. Should the entire security deposit, or any portion thereof, be appropriated and applied by Landlord for the purposes set forth herein, or for any other lawful purpose, then Tenant shall, within 10 days after written demand by Landlord, deliver to Landlord a sufficient sum in cash to restore the security deposit to the original sum of the security deposit. Landlord shall not be obligated to keep the security deposit in a separate fund, but may commingle the security deposit with its own funds. The failure of Tenant to maintain the security deposit in the initial amount as stated above shall constitute a failure to pay rent and shall carry with it the consequences set forth in this Lease for failure to pay rent. Upon expiration of the Lease, the security deposit, if not applied toward the payment of Rent in arrears or toward the payment of damages suffered by Landlord by reason of Tenant's breach of this Lease, is to be returned to Tenant without interest, but in no event shall the security deposit be returned until Tenant has vacated the Leased Premises, delivered possession thereof to Landlord, and fully satisfied Tenant's obligations under this Lease.

6. **Operating Expense Payments.** Intentionally Omitted.

7. **Utilities.** Tenant shall pay Landlord 13% of the total cost of Utilities, as defined in this paragraph and in this Agreement, for Tenant's proportional share, based on the amount of square footage rented, of all water, gas, electricity, heat, light, power, sprinkler services, refuse and trash collection, and other utilities and services used on the Premises, all maintenance charges for utilities, and any other similar charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, surcharges or the like pertaining to Tenant's use of the Premises. Tenant shall be responsible for its own telephone service. Landlord may cause at Tenant's expense any utilities to be separately metered or charged directly to Tenant by the provider. Tenant shall pay its share of all charges for jointly metered utilities within 30 days of receipt of an invoice from Landlord. No interruption or failure of utilities shall result in the termination of this Lease or the abatement of rent.

8. **Taxes.** If any such tax or excise is levied or assessed directly against Tenant, including but not limited to possessory interest tax, then Tenant shall be responsible for and shall pay the same at such times and in such manner as the taxing authority shall require. Tenant shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant.

TENANT INITIALS \_\_\_\_\_

9. **Insurance.** Landlord shall maintain all risk property insurance covering the full replacement cost of the Building. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary, including, but not limited to, commercial liability insurance and rent loss insurance. All such insurance shall be included as part of the Operating Expenses charged to Tenant. The Premise or Building may be included in a blanket policy (in which case the cost of such insurance allocable to the Premise or Building will be determined by Landlord based upon the insurer's cost calculations). Tenant shall also reimburse Landlord for any increased premiums or additional insurance which Landlord reasonably deems necessary as a result of Tenant's use of the Premises.

Tenant, at its expense, shall maintain during the Lease Term: all risk property insurance covering the full replacement cost of all property and improvements installed or placed in the Premises by Tenant at Tenant's expense; workers' compensation insurance with no less than the minimum limits required by law; employer's liability insurance with such limits as required by law; and commercial liability insurance, with a minimum limit of \$1,000,000 per occurrence and a minimum umbrella limit of \$1,000,000, for a total minimum combined general liability and umbrella limit of \$2,000,000 (together with such additional umbrella coverage as Landlord may reasonably require) for property damage, personal injuries, or deaths of persons occurring in or about the Premises. Landlord may from time to time require reasonable increases in any such limits. The commercial liability policies shall name Landlord as an additional insured, insure on an occurrence and not a claims-made basis, be issued by insurance companies which are reasonably acceptable to Landlord, not be cancelable unless 30 days' prior written notice shall have been given to Landlord, contain a hostile fire endorsement and a contractual liability endorsement and provide primary coverage to Landlord (any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies). **SUCH POLICIES OR CERTIFICATES THEREOF SHALL BE DELIVERED TO LANDLORD BY TENANT UPON COMMENCEMENT OF THE LEASE TERM AND UPON EACH RENEWAL OF SAID INSURANCE.**

The all-risk property insurance obtained by Landlord and Tenant shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Landlord or Tenant, their officers, directors, employees, managers, agents, invitees and contractors, in connection with any loss or damage thereby insured against. Neither party nor its officers, directors, employees, managers, agents, invitees or contractors shall be liable to the other for loss or damage caused by any risk coverable by all risk property insurance, and each party waives any claims against the other party, and its officers, directors, employees, managers, agents, invitees and contractors for such loss or damage. The failure of a party to insure its property shall not void this waiver. Landlord and its agents, employees and contractors shall not be liable for, and Tenant hereby waives all claims against such parties for, business interruption and losses occasioned thereby sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises from any cause whatsoever, including without limitation, damage caused in

whole or in part, directly or indirectly, by the negligence of Landlord or its agents, employees or contractors.

10. **Construction Allowance.** All construction costs associated with the mutually agreed upon ADA upgrades and Tenant Improvements and required permits will be handled by the Tenant.

11. **Landlord's Repairs.** Landlord shall maintain, at its expense, the structural soundness of the roof, foundation, and exterior walls of the Building in good repair, reasonable wear and tear and uninsured losses and damages caused by Tenant, its agents and contractors excluded. The term "walls" as used in this Paragraph 11 shall not include windows, glass or plate glass, doors or overhead doors, special store fronts, or office entries. Tenant shall promptly give Landlord written notice of any repair required by Landlord pursuant to this Paragraph 11, after which Landlord shall have a reasonable opportunity to repair.

12. **Tenant's Repairs.** Landlord, at Tenant's expense as provided in Paragraph 6, shall maintain in good repair and condition. Subject to Landlord's obligation in Paragraph 11 and subject to Paragraphs 9 and 16, Tenant, at its expense, shall repair, replace and maintain in good condition all portions of the Premises and all areas, improvements and systems exclusively serving the Premises including, without limitation, entries, doors, ceilings, windows, interior walls, and the interior side of demising walls. Such repair and replacements include capital expenditures and repairs whose benefit may extend beyond the Term. The scope of services and contractors under such maintenance contracts shall be reasonably approved by Landlord. If Tenant fails to perform any repair or replacement for which it is responsible, Landlord may perform such work and be reimbursed by Tenant within 10 days after demand therefore. Subject to Paragraphs 9 and 16, Tenant shall bear the full cost of any repair or replacement to any part of the Building or Premise that results from damage caused by Tenant, its agents, contractors, or invitees and any repair that benefits only the Premises.

13. **Tenant-Made Alterations and Trade Fixtures.** Any alterations, additions, or improvements made by or on behalf of Tenant to the Premises ("Tenant-Made Alterations") shall be subject to Landlord's prior written consent. Tenant shall cause, at its expense, all Tenant-Made Alterations to comply with insurance requirements and with Legal Requirements and shall construct at its expense any alteration or modification required by Legal Requirements as a result of any Tenant-Made Alterations. All Tenant-Made Alterations shall be constructed in a good and workmanlike manner by contractors reasonably acceptable to Landlord and only good grades of materials shall be used. All plans and specifications for any Tenant-Made Alterations shall be submitted to Landlord for its approval. Landlord may monitor construction of the Tenant-Made Alterations. Tenant shall provide Landlord with the identities and mailing addresses of all persons performing work or supplying materials, prior to beginning such construction, and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable law. Tenant shall furnish security or make other arrangements satisfactory to Landlord to assure payment for the completion

of all work free and clear of liens and shall provide certificates of insurance for workers' compensation and other coverage in amounts and from an insurance company satisfactory to Landlord protecting Landlord against liability for personal injury or property damage during construction. Upon completion of any Tenant-Made Alterations, Tenant shall deliver to Landlord sworn statements setting forth the names of all contractors and subcontractors who did work on the Tenant-Made Alterations and final lien waivers from all such contractors and subcontractors. Upon surrender of the Premises, all Tenant-Made Alterations and any leasehold improvements constructed by Landlord or Tenant shall remain on the Premises as Landlord's property, except to the extent Landlord requires removal at Tenant's expense of any such items or Landlord and Tenant have otherwise agreed in writing in connection with Landlord's consent to any Tenant-Made Alterations. Tenant shall repair any damage caused by such removal.

Tenant, at its own cost and expense and without Landlord's prior approval, may paint interior spaces, erect such shelves, bins, machinery and trade fixtures (collectively "Trade Fixtures") in the ordinary course of its business provided that such items do not alter the basic character of the Premises, do not overload or damage the Premises, and may be removed without injury to the Premises, and the construction, erection, and installation thereof complies with all Legal Requirements and with Landlord's requirements set forth above. Tenant shall remove its Trade Fixtures and shall repair any damage caused by such removal.

14. **Signs.** Tenant shall not make any changes to the exterior of the Premises, install any exterior lights, decorations, balloons, flags, pennants, banners, or painting, or erect or install any signs, windows or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, without Landlord's prior written consent. Upon surrender or vacation of the Premises, Tenant shall have removed all signs and repair, paint, and/or replace the building fascia surface to which its signs are attached. Tenant shall obtain all applicable governmental permits and approvals for sign and exterior treatments. All signs, decorations, advertising media, blinds, draperies and other window treatment or bars or other security installations visible from outside the Premises shall be subject to Landlord's approval and conform in all respects to Landlord's requirements.

15. **Parking.** No off-street parking is provided by Landlord. Public parking is available to Tenant in City owned parking lots located near Premises.

16. **Restoration.** If at any time during the Lease Term the Premises are damaged by a fire or other casualty, Landlord shall notify Tenant within 60 days after such damage as to the amount of time Landlord reasonably estimates it will take to restore the Premises. If the restoration time is estimated to exceed 6 months, either Landlord or Tenant may elect to terminate this Lease upon notice to the other party given no later than 30 days after Landlord's notice. If neither party elects to terminate this Lease or if Landlord estimates that restoration will take 6 months or less, then, subject to receipt of sufficient insurance proceeds, Landlord shall promptly restore the Premises excluding the improvements installed by Tenant or by Landlord and paid by

Tenant, subject to delays arising from the collection of insurance proceeds or from Force Majeure events. Tenant at Tenant's expense shall promptly perform, subject to delays arising from the collection of insurance proceeds, or from Force Majeure events, all repairs or restoration not required to be done by Landlord and shall promptly re-enter the Premises and commence doing business in accordance with this Lease. Notwithstanding the foregoing, either party may terminate this Lease if the Premises are damaged during the last year of the Lease Term and Landlord reasonably estimates that it will take more than one month to repair such damage. Base Rent and Operating Expenses shall be abated for the period of repair and restoration in the proportion which the area of the Premises, if any, which is not usable by Tenant bears to the total area of the Premises. Such abatement shall be the sole remedy of Tenant, and except as provided herein, Tenant waives any right to terminate the Lease by reason of damage or casualty loss.

17. **Condemnation.** If any part of the Premises should be taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking" or "Taken"), and the Taking would prevent or materially interfere with Tenant's use of the Premises or in Landlord's judgment would materially interfere with or impair its ownership or operation of the Premise, then upon written notice by Landlord this Lease shall terminate and Base Rent shall be apportioned as of said date. If part of the Premises shall be Taken, and this Lease is not terminated as provided above, the Base Rent payable hereunder during the unexpired Lease Term shall be reduced to such extent as may be fair and reasonable under the circumstances. In the event of any such Taking, Landlord shall be entitled to receive the entire price or award from any such Taking without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award. Tenant shall have the right, to the extent that same shall not diminish Landlord's award, to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving expenses and damage to Tenant's Trade Fixtures, if a separate award for such items is made to Tenant.

18. **Assignment and Subletting.** Without Landlord's prior written consent, which Landlord shall not unreasonably withhold, Tenant shall not assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest or grant any concession or license within the Premises and any attempt to do any of the foregoing shall be void and of no effect. For purposes of this paragraph, a transfer of the ownership interests resulting in a change of control of Tenant shall be deemed an assignment of this Lease. Tenant shall reimburse Landlord for all of Landlord's reasonable out-of-pocket expenses in connection with any assignment or sublease in an amount not to exceed \$1,500. Upon Landlord's receipt of Tenant's written notice of a desire to assign or sublet the Premises, or any part thereof (other than to a Tenant Affiliate), Landlord may, by giving written notice to Tenant within 15 days after receipt of Tenant's notice, terminate this Lease with respect to the space described in Tenant's notice, as of the date specified in Tenant's notice for the commencement of the proposed assignment or sublease. If Landlord so terminates the Lease, Landlord may enter into a lease directly with the proposed sublessee or

assignee. Tenant may withdraw its notice to sublease or assign by notifying Landlord within 10 days after Landlord has given Tenant notice of such termination, in which case the Lease shall not terminate but shall continue.

It shall be reasonable for the Landlord to withhold its consent to any assignment or sublease in any of the following instances: (i) an Event of Default has occurred and is continuing that would not be cured upon the proposed sublease or assignment; (ii) the assignee or sublessee does not have a net worth which is consistent with net worth of other tenant's which Landlord is entering into leases with in the Premise; (iii) the intended use of the Premises by the assignee or sublessee is not consistent with the use provision herein; (iv) occupancy of the Premises by the assignee or sublessee would, in Landlord's opinion, violate an agreement binding upon Landlord with regard to the identity of tenants, usage in the Premise, or similar matters; (v) the identity or business reputation of the assignee or sublessee will, in the good faith judgment of Landlord, tend to damage the goodwill or reputation of the Premise; (vi) the assignment or sublet is to another tenant in the Premise and is at rates which are below those charged by Landlord for comparable space in the Premise and Landlord has space available in the Premise to accommodate the tenant's needs; (vii) in the case of a sublease, the subtenant has not acknowledged that the Lease controls over any inconsistent provision in the sublease; (viii) the proposed assignee or sublessee is a governmental agency; or (ix) there is vacant space in the Premise suitable for lease to the proposed sublessee or assignee. Tenant and Landlord acknowledge that each of the foregoing criteria are reasonable as of the date of execution of this Lease. The foregoing criteria shall not exclude any other reasonable basis for Landlord to refuse its consent to such assignment or sublease. Any approved assignment or sublease shall be expressly subject to the terms and conditions of this Lease. Tenant shall provide to Landlord all information concerning the assignee or sublessee as Landlord may request.

Notwithstanding any assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rent and for compliance with all of Tenant's other obligations under this Lease (regardless of whether Landlord's approval has been obtained for any such assignments or sublettings). In the event that the rent due and payable by a sublessee or assignee (or a combination of the rental payable under such sublease or assignment plus any bonus or other consideration therefore or incident thereto) exceeds the rental payable under this Lease, then Tenant shall be bound and obligated to pay Landlord as additional rent hereunder fifty percent (50%) of such excess rental and other excess consideration ("Profit") within 10 days following receipt of each month's Profit thereof by Tenant. Profit shall be further defined to take into consideration all of Tenant's costs in any assignment of subletting including but not limited to real estate commissions, legal fees, marketing costs, any improvement allowance or other economic concession (planning allowance, moving expenses, etc.), paid by Tenant to sublessee or assignee.

If this Lease be assigned or if the Premises be subleased (whether in whole or in part) or in the event of the mortgage, pledge, or hypothecation of Tenant's leasehold interest or grant of any concession or license within the Premises or if the

Premises be occupied in whole or in part by anyone other than Tenant, then upon a default by Tenant hereunder Landlord may collect rent from the assignee, sublessee, mortgagee, pledgee, party to whom the leasehold interest was hypothecated, concessionee or licensee or other occupant and, except to the extent set forth in the preceding paragraph, apply the amount collected to the next rent payable hereunder; and all such rentals collected by Tenant shall be held in trust for Landlord and immediately forwarded to Landlord. No such transaction or collection of rent or application thereof by Landlord, however, shall be deemed a waiver of these provisions or a release of Tenant from the further performance by Tenant of its covenants, duties, or obligations hereunder.

19. **Indemnification.** Except for the negligence of Landlord, its agents, employees or contractors, and to the extent permitted by law, Tenant agrees to indemnify, defend and hold harmless Landlord, and Landlord's agents, employees and contractors, from and against any and all losses, liabilities, damages, costs and expenses (including attorneys' fees) resulting from claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property occurring in or about the Premise and arising from the use and occupancy of the Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises or due to any other act or omission of Tenant, its subtenants, assignees, invitees, employees, contractors and agents. The furnishing of insurance required hereunder shall not be deemed to limit Tenant's obligations under this Paragraph 19.

20. **Inspection and Access.** Landlord and its agents, representatives, and contractors may enter the Premises with prior notice at any reasonable time to inspect the Premises and to make such repairs as may be required or permitted pursuant to this Lease and for any other business purpose. Landlord and Landlord's representatives may enter the Premises during business hours for the purpose of showing the Premises to prospective purchasers and, during the last 4 months of the Lease Term, to prospective tenants. Landlord may erect or post a suitable sign on the Premises stating the Premises are available to let. Landlord may grant easements, make public dedications, designate common areas and create restrictions on or about the Premises, provided that no such easement, dedication, designation or restriction materially interferes with Tenant's use or occupancy of the Premises. At Landlord's request, Tenant shall execute such instruments as may be necessary for such easements, dedications or restrictions.

21. **Quiet Enjoyment.** If Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the Lease Term, have peaceful and quiet enjoyment of the Premises against any person claiming by, through or under Landlord.

22. **Surrender.** Upon termination of the Lease Term or earlier termination of Tenant's right of possession, Tenant shall surrender the Premises to Landlord in the same condition as received; broom clean, ordinary wear and tear and casualty loss and condemnation covered by Paragraphs 16 and 17 excepted. Any Trade Fixtures, Tenant-Made Alterations and property not so removed by Tenant as

permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and disposition of such property. All obligations of Tenant hereunder not fully performed as of the termination of the Lease Term shall survive the termination of the Lease Term, including without limitation, indemnity obligations, payment obligations with respect to Operating Expenses and obligations concerning the condition and repair of the Premises.

23. **Holding Over.** If Tenant retains possession of the Premises after the termination of the Lease Term, unless otherwise agreed in writing, such possession shall be subject to immediate termination by Landlord at any time, and all of the other terms and provisions of this Lease (excluding any expansion or renewal option or other similar right or option) shall be applicable during such holdover period, except that Tenant shall pay Landlord from time to time, upon demand, as Base Rent for the holdover period, an amount equal to 150 percent the Base Rent in effect on the termination date, computed on a monthly basis for each month or part thereof during such holding over. All other payments shall continue under the terms of this Lease. In addition, Tenant shall be liable for all damages incurred by Landlord as a result of such holding over. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided, and this Paragraph 23 shall not be construed as consent for Tenant to retain possession of the Premises. For purposes of this Paragraph 23, "possession of the Premises" shall continue until, among other things, Tenant has delivered all keys to the Premises to Landlord, Landlord has complete and total dominion and control over the Premises, and Tenant has completely fulfilled all obligations required of it upon termination of the Lease as set forth in this Lease, including, without limitation, those concerning the condition and repair of the Premises.

24. **Events of Default.** Each of the following events shall be an event of default ("Event of Default") by Tenant under this Lease:

(i) Tenant shall fail to pay any installment of Base Rent or any other payment required herein when due, and such failure shall continue for a period of 5 business days from the date such payment was due.

(ii) Tenant or any guarantor or surety of Tenant's obligations hereunder shall (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "proceeding for relief"); (C) become the subject of any proceeding for relief which is not dismissed within 60 days of its filing or entry; or (D) die or suffer a legal disability (if Tenant, guarantor, or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Tenant, guarantor or surety is a corporation, partnership or other entity).

(iii) Any insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Lease.

(iv) Tenant shall not occupy or shall vacate the Premises or shall fail to continuously operate its business at the Premises for the permitted use set forth herein, whether or not Tenant is in monetary or other default under this Lease. Tenant's vacating of the Premises shall not constitute an Event of Default if, prior to vacating the Premises, Tenant has made arrangements reasonably acceptable to Landlord to (a) insure that Tenant's insurance for the Premises will not be voided or cancelled with respect to the Premises as a result of such vacancy, (b) insure that the Premises are secured and not subject to vandalism, and (c) insure that the Premises will be properly maintained after such vacation. Tenant shall inspect the Premises at least once each month and report monthly in writing to Landlord on the condition of the Premises.

(v) There shall occur any assignment, subleasing or other transfer of Tenant's interest in or with respect to this Lease except as otherwise permitted in this Lease.

(vi) Tenant shall fail to discharge any lien placed upon the Premises in violation of this Lease within 30 days after Tenant's receipt of notice of any such lien or encumbrance is filed against the Premises.

(vii) Tenant shall fail to comply with any provision of this Lease other than those specifically referred to in this Paragraph 24, and except as otherwise expressly provided herein, such default shall continue for more than 30 days after Landlord shall have given Tenant written notice of such default.

**25. Landlord's Remedies.** Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Landlord may at any time thereafter at its election: terminate this Lease or Tenant's right of possession, (but Tenant shall remain liable as hereinafter provided) and/or pursue any other remedies at law or in equity. Upon the termination of this Lease or termination of Tenant's right of possession, it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Tenant and all persons and property therefrom. If Landlord re-enters the Premises, Landlord shall have the right to keep in place and use, or remove and store, all of the furniture, fixtures and equipment at the Premises.

Except as otherwise provided in the next paragraph, if Tenant breaches this Lease and abandons the Premises prior to the end of the term hereof, or if Tenant's right to possession is terminated by Landlord because of an Event of Default by Tenant under this Lease, this Lease shall terminate. Upon such termination, Landlord may recover from Tenant the following, as provided in Section 1951.2 of the Civil Code of California: (i) the worth at the time of award of the unpaid Base Rent and other charges under this Lease that had been earned at the time of termination; (ii) the worth at the

time of award of the amount by which the reasonable value of the unpaid Base Rent and other charges under this Lease which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of the award by which the reasonable value of the unpaid Base Rent and other charges under this Lease for the balance of the term of this Lease after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result therefrom. As used herein, the following terms are defined: (a) the "worth at the time of award" of the amounts referred to in Sections (i) and (ii) is computed by allowing interest at the lesser of 18 percent per annum or the maximum lawful rate. The "worth at the time of award" of the amount referred to in Section (iii) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent; (b) the "time of award" as used in clauses (i), (ii), and (iii) above is the date on which judgment is entered by a court of competent jurisdiction; (c) The "reasonable value" of the amount referred to in clause (ii) above is computed by determining the mathematical product of (1) the "reasonable annual rental value" (as defined herein) and (2) the number of years, including fractional parts thereof, between the date of termination and the time of award. The "reasonable value" of the amount referred to in clause (iii) is computed by determining the mathematical product of (1) the annual Base Rent and other charges under this Lease and (2) the number of years including fractional parts thereof remaining in the balance of the term of this Lease after the time of award.

Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover rent as it becomes due. This remedy is intended to be the remedy described in California Civil Code Section 1951.4 and the following provision from such Civil Code Section is hereby repeated: "The Lessor has the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations)." Any such payments due Landlord shall be made upon demand therefor from time to time and Tenant agrees that Landlord may file suit to recover any sums falling due from time to time. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach.

Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Landlord, whether by agreement or by operation of law, it being understood that such surrender and/or termination can be effected only by the written agreement of Landlord and Tenant. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof; and the failure of Landlord at any time to enforce its rights under this Lease strictly in

accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same. Tenant and Landlord further agree that forbearance or waiver by Landlord to enforce its rights pursuant to this Lease or at law or in equity, shall not be a waiver of Landlord's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Landlord of rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. To the greatest extent permitted by law, Tenant waives the service of notice of Landlord's intention to re-enter as provided for in any statute, or to institute legal proceedings to that end, and also waives all right of redemption in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge. The terms "enter," "re-enter," "entry" or "re-entry," as used in this Lease, are not restricted to their technical legal meanings. Any reletting of the Premises shall be on such terms and conditions as Landlord in its sole discretion may determine (including without limitation a term different than the remaining Lease Term, rental concessions, alterations and repair of the Premises, lease of less than the entire Premises to any tenant and leasing any or all other portions of the Premise before reletting the Premises). Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or collect rent due in respect of such reletting.

26. **Tenant's Remedies/Limitation of Liability.** Landlord shall not be in default hereunder unless Landlord fails to perform any of its obligations hereunder within 30 days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of 30 days, then after such period of time as is reasonably necessary). All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder. All obligations of Landlord under this Lease will be binding upon Landlord only during the period of its ownership of the Premises and not thereafter. The term "Landlord" in this Lease shall mean only the owner, for the time being of the Premises, and in the event of the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all obligations of Landlord thereafter accruing, but such obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership. Any liability of Landlord under this Lease shall be limited solely to its interest in the Premise, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord.

27. **Waiver of Jury Trial. TENANT AND LANDLORD WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LANDLORD AND TENANT ARISING OUT OF THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.**

28. **Subordination.** This Lease and Tenant's interest and rights hereunder are and shall be subject and subordinate at all times to the lien of any mortgage, now existing or hereafter created on or against the Premise or the Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, without the necessity of any further instrument or act on the part of Tenant. Tenant agrees, at the election of the holder of any such mortgage, to attorn to any such holder. Tenant agrees upon demand to execute, acknowledge and deliver such instruments, confirming such subordination and such instruments of attornment as shall be requested by any such holder. Notwithstanding the foregoing, any such holder may at any time subordinate its mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates of execution, delivery or recording and in that event such holder shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery and recording of such mortgage and had been assigned to such holder. The term "mortgage" whenever used in this Lease shall be deemed to include deeds of trust, security assignments and any other encumbrances, and any reference to the "holder" of a mortgage shall be deemed to include the beneficiary under a deed of trust.

29. **Mechanic's Liens.** Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises and that it will save and hold Landlord harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of Landlord in the Premises or under this Lease. Tenant shall give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises and cause such lien or encumbrance to be discharged within 30 days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within such 30-day period. Landlord may require tenant to provide to Landlord all documents to establish payment by Tenant for all work performed by third parties.

30. **Estoppel Certificates.** Tenant agrees, from time to time, within 10 days after request of Landlord, to execute and deliver to Landlord, or Landlord's designee, any estoppel certificate requested by Landlord, stating that this Lease is in full force and effect, the date to which rent has been paid, that Landlord is not in default hereunder (or specifying in detail the nature of Landlord's default), the termination date of this Lease and such other matters pertaining to this Lease as may be requested by Landlord. Tenant's obligation to furnish each estoppel certificate in a timely fashion is a material inducement for Landlord's execution of this Lease. No cure or grace period

provided in this Lease shall apply to Tenant's obligations to timely deliver an estoppel certificate.

31. **Environmental Requirements.** Except for Hazardous Material contained in products used by Tenant in de minimis quantities for ordinary cleaning and office purposes, Tenant shall not permit or cause any party to bring any Hazardous Material upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Material in or about the Premises without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements and shall remediate in a manner satisfactory to Landlord any Hazardous Materials released on or from the Premise by Tenant, its agents, employees, contractors, subtenants or invitees. Tenant shall complete and certify to disclosure statements as requested by Landlord from time to time relating to Tenant's transportation, storage, use, generation, manufacture or release of Hazardous Materials on the Premises. The term "Environmental Requirements" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term "Hazardous Materials" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Tenant, its agents, employees, contractors or invitees, and the wastes, byproducts, or residues generated, resulting, or produced therefrom.

Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all losses (including, without limitation, diminution in value of the Premises and loss of rental income from the Premise), claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees or expert fees and including, without limitation, removal or management of any asbestos brought into the property or disturbed in breach of the requirements of this Paragraph 31, regardless of whether such removal or management is required by law) which are brought or recoverable against, or suffered or incurred by Landlord as a result of any release of Hazardous Materials for which Tenant is obligated to remediate as provided above or any other breach of the requirements under this Paragraph 30 by Tenant, its agents, employees, contractors, subtenants, assignees or invitees, regardless of whether Tenant had knowledge of such noncompliance. The obligations of Tenant under this Paragraph 30 shall survive any termination of this Lease.

Landlord shall have access to, and a right to perform inspections and tests of, the Premises to determine Tenant's compliance with Environmental Requirements, its obligations under this Paragraph 30, or the environmental condition of the Premises. Access shall be granted to Landlord upon Landlord's prior notice to Tenant and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations. Such inspections and tests shall be conducted at Landlord's expense, unless such inspections or tests reveal that Tenant has not complied with any Environmental Requirement, in which case Tenant shall reimburse Landlord for the reasonable cost of such inspection and tests. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord holds against Tenant.

32. **Rules and Regulations.** Tenant shall, at all times during the Lease Term and any extension thereof, comply with all reasonable rules and regulations at any time or from time to time established by Landlord covering use of the Premises. The current rules and regulations are attached hereto. In the event of any conflict between said rules and regulations and other provisions of this Lease, the other terms and provisions of this Lease shall control. Landlord shall not have any liability or obligation for the breach of any rules or regulations by other tenants in the Premise.

33. **Security Service.** Tenant acknowledges and agrees that, while Landlord may patrol the Premise, Landlord is not providing any security services with respect to the Premises and that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises.

34. **Force Majeure.** Landlord shall not be held responsible for delays in the performance of its obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, delay in issuance of permits, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of Landlord ("Force Majeure").

35. **Entire Agreement.** This Lease constitutes the complete agreement of Landlord and Tenant with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Lease. This Lease may not be amended except by an instrument in writing signed by both parties hereto.

36. **Severability.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or

provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

37. **Brokers.** Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than the broker, if any, set forth on the first page of this Lease, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

38. **Miscellaneous.**

(a) Any payments or charges due from Tenant to Landlord hereunder shall be considered rent for all purposes of this Lease.

(b) If and when included within the term "Tenant," as used in this instrument, there is more than one person, firm or corporation, each shall be jointly and severally liable for the obligations of Tenant.

(c) All notices required or permitted to be given under this Lease shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable national overnight courier service, postage prepaid, or by hand-delivery addressed to the parties at their addresses below, and with a copy sent to Landlord at City of Oroville, Attn: City Administrator, 1735 Montgomery Street, Oroville, California, 95965. Either party may by notice given aforesaid change its address for all subsequent notices. Except where otherwise expressly provided to the contrary, notice shall be deemed given upon delivery.

(d) Except as otherwise expressly provided in this Lease or as otherwise required by law, Landlord retains the absolute right to withhold any consent or approval.

(e) The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

(f) The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, nor confer any right or impose any obligations upon either party until execution of this Lease by both parties.

(g) Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

(h) Any amount not paid by Tenant within 5 days after its due date in accordance with the terms of this Lease shall bear interest from such due date until paid in full at the lesser of the highest rate permitted by applicable law or 15 percent per year. It is expressly the intent of Landlord and Tenant at all times to comply with applicable law governing the maximum rate or amount of any interest payable on or in connection with this Lease. If applicable law is ever judicially interpreted so as to render usurious any interest called for under this Lease, or contracted for, charged, taken, reserved, or received with respect to this Lease, then it is Landlord's and Tenant's express intent that all excess amounts theretofore collected by Landlord be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to Tenant), and the provisions of this Lease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder.

(i) Construction and interpretation of this Lease shall be governed by the laws of the state in which the Premise is located, excluding any principles of conflicts of laws.

(j) Time is of the essence as to the performance of Tenant's obligations under this Lease.

(k) All exhibits and addenda attached hereto are hereby incorporated into this Lease and made a part hereof. In the event of any conflict between such exhibits or addenda and the terms of this Lease, such exhibits or addenda shall control.

(l) In the event either party hereto initiates litigation to enforce the terms and provisions of this Lease, the non-prevailing party in such action shall reimburse the prevailing party for its reasonable attorney's fees, filing fees, and court costs.

(m) In the event the total square footage and/or the footprint of the Leased Premises is modified by Landlord for purposes of practicality in compliance with any state or federal law, including but not limited to the Americans with Disabilities Act, Tenant agrees to accept such modifications without compensation. In the event Tenant reasonably believes such modifications prevent Tenant's Use of the Premises, as outlined in Paragraph 3, Tenant's sole remedy is to meet and confer with Landlord to seek voluntary modification of the Lease.

**39. Landlord's Lien/Security Interest.** Tenant hereby grants Landlord a security interest, and this Lease constitutes a security agreement, within the meaning of and pursuant to the Uniform Commercial Code of the state in which the Premises are situated as to all of Tenant's property situated in, or upon, or used in connection with the Premises (except merchandise sold in the ordinary course of business) as security for all of Tenant's obligations hereunder, including, without limitation, the obligation to pay rent. Such personalty thus encumbered includes specifically all trade and other fixtures for the purpose of this Paragraph and inventory,

equipment, contract rights, accounts receivable and the proceeds thereof. In order to perfect such security interest, Tenant shall execute such financing statements and file the same at Tenant's expense at the state and county Uniform Commercial Code filing offices as often as Landlord in its discretion shall require; and Tenant hereby irrevocably appoints Landlord its agent for the purpose of executing and filing such financing statements on Tenant's behalf as Landlord shall deem necessary.

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Lease as of the day and year first above written.

**CITY OF OROVILLE  
LANDLORD**

By: \_\_\_\_\_  
Linda L. Dahlmeier, Mayor

**ATTEST**

By: \_\_\_\_\_  
Randy Murphy, City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Scott E. Huber, City Attorney

**CATALYST DOMESTIC VIOLENCE  
SERVICES**

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

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

**BUSINESS LICENSE NO.**

\_\_\_\_\_

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: RANDY MURPHY, CITY ADMINISTRATOR  
LIZ EHRENSTROM, HUMAN RESOURCE ANALYST II**

**RE: SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE  
OFFICERS' ASSOCIATION – NON-SWORN UNIT**

**DATE: DECEMBER 2, 2014**

**SUMMARY**

The Council may consider a Side Letter to the Memorandum of Understanding (MOU) between the City of Oroville and the Oroville Police Officers' Association – Non-Sworn Unit (OPOA-NSU), relating to Article 7.2 – Shift Schedule and Rotation.

**DISCUSSION**

Staff and OPOA representatives have met, conferred and agreed on the attached side letter to the OPOA-NSU MOU. Specifically, the side letter would amend Article 7.2 – Shift Schedule and Rotation, to allow, at the discretion of the Chief of Police, implementation of a 12, 10, or 8 hour shifts or any combination thereof to meet the needs of the department and not to exceed 40 hours per work week.

As you may be aware, we are working with the minimum number of staffing necessary to cover shifts. If an employee is away from work for any reason overtime is incurred. It is necessary to have flexibility with staffing and shift duration to properly manage our Department.

Staff is recommending the approval and adoption of the attached Side Letter.

**FISCAL IMPACT**

There is no fiscal impact. The Chief of Police has discretion over the implementation of this section, and does not expect that it will impact the Police Budget at this time.

**RECOMMENDATION**

Adopt Resolution No. 8299 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS' ASSOCIATION – NON SWORN UNIT – (Agreement No. 1448-8).

**ATTACHMENT (S)**

Resolution No. 8299  
Agreement No. 1448-8  
Email Correspondence OPOA

**CITY OF OROVILLE  
RESOLUTION NO. 8299**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS' ASSOCIATION - NON SWORN UNIT**

**(Agreement No. 1448-8)**

**BE IT** hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute a Side Letter to the Memorandum of Understanding between the City of Oroville and the Oroville Police Officers' Association – Non-Sworn Unit. A copy is attached hereto 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 held on December 2, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Linda Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Randy Murphy, City Clerk

**THE CITY OF OROVILLE  
AND  
THE OROVILLE POLICE OFFICERS' ASSOCIATION**

**Side-Letter Agreement  
2014-2016 Memorandum of Understanding**

The City of Oroville ("City") and the Oroville Police Officers' Association ("Association") entered into a Memorandum of Understanding (MOU) which became effective July 1, 2013 and will terminate on June 30, 2016. The purpose of this Side-Letter Agreement is to amend section 7.2 of the current MOU.

Existing language:     **ARTICLE 7 - SHIFT SCHEDULE**

**7.2**       Dispatchers shall remain on the 4/10 schedule. However, at the Police Chief's discretion the schedule may be modified to a 5/8 schedule in order to accommodate staffing deficiencies or other emergency situations. Dispatchers shall revert to the 4/10 schedule once staffing needs or the emergency situation no longer exists.

New language:

**7.2**       At the discretion of the Chief of Police, and with two weeks' notice to the Police Officer's non-sworn unit, the Chief may assign shifts of 8, 10 or 12 hour shifts. Any combination of the hours listed above may also be allowed through mutual agreement of the Association and the Chief. The 4/10 schedule shall be the standard schedule and shall only be changed for emergency purposes or by mutual agreement of the Association and the Chief. If the schedule is changed for emergency situations, the Dispatchers shall revert back to the standard schedule once the emergency situation no longer exists.

Overtime shall be accrued after working 40 hours in a 7 day work week.

This Side-Letter Agreement modifies the original language but not the intent and the current practices of the Parties. The signatures below indicate agreement with the above-described interpretation of the relevant MOU language and further indicate that each person signing has the authority to act on behalf of his/her principals.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jerry Camous  
Chief Negotiator  
OPOA

\_\_\_\_\_  
Jared Cooley  
President  
OPOA

\_\_\_\_\_  
Randy Murphy  
City Administrator  
City of Oroville

**From:** Jared Cooley  
**Sent:** Thursday, November 20, 2014 4:38 PM  
**To:** Bill Lagrone  
**Subject:** RE: OPOA Non Sworn

Chief,

The general consensus from the non-sworn unit (specifically the dispatchers) is that they like the idea of having the option to move to a 12 hour schedule and approve of the language changes in the side letter. They are currently voting on whether to implement the proposed schedule, but this will not affect the side letter moving forward. The OPOA agrees to the final draft of the side letter for the Non-Sworn unit.

Jared

**From:** Bill Lagrone  
**Sent:** Thursday, November 20, 2014 12:07 PM  
**To:** Jared Cooley  
**Subject:** OPOA Non Sworn

Jared

Please send me an email stating the position of the OPOA non Sworn regarding 12 hour shifts. I am going to Council with a side letter to allow for 12 hour shifts. I am not imposing 12 hour shifts at this time, I just want the flexibility to add 12 hour shifts if that is the will of our employees. Essentially what I need is a letter stating that the OPOA is in agreement and consents to the side letter.

Thanks

Bill

**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: MADAM RUBY'S USE PERMIT PAYMENT PLAN REQUEST**

**DATE: DECEMBER 2, 2014**

**SUMMARY**

The Council may consider a request from Madam Ruby, located at 1751 Oro Dam Boulevard, Suite No. 7, for a monthly payment plan for the processing of a use permit.

**BACKGROUND**

On July 9, 2014, the City received a Zoning Clearance/Occupancy Permit application (Attachment A) for the business address 1751 Oro Dam Boulevard, Suite No. 7 (APN: 035-050-051). The indicated proposed use/uses on the application were "Palm, Psychic and Tarot Card Readings." The business type indicated on the application was "Psychic." On July 11, 2014, staff contact Dorothy Williams (Applicant) and notified her that a use permit is required for the operation of the proposed business. She requested a hard copy of the Code sections which are requiring the permit be sent to her Chico address at 1119 Mangrove Avenue, Chico CA, 95926. The letter, along with all pertinent Code sections and attachments (Attachment B), were sent to the Applicant on July 14, 2014.

The property identified above has a zoning designation of Intensive Commercial (C-2). Per the Oroville Municipal Code (OMC), Table 26-33.010-1: Allowable Uses in Commercial and Mixed-Use Districts, moderate-impact personal services require a use permit in all C-2 districts. Moderate-impact personal services are defined per the OMC Section 26-04.020(P) as follows:

*Personal services-moderate-impact: A personal services establishment that may tend to attract criminal activity or reduce property values when found near similar establishments, and that may need to be dispersed in order to reduce these potential negative impacts. The term "moderate-impact personal services" includes but not limited to check-cashing stores, pawnshops, **psychics**, spas and hot tubs for hourly rental, tattoo and body piercing parlors and other uses of like kind or*

CC-4

*character.*

As a result of the above land use classification, the request to operate a psychic business at 1751 Oro Dam Boulevard, Suite No. 7 requires a use permit. On October 27, 2014, staff met with the Applicant to discuss available options for moving forward. Due to financial constraints, the Applicant has requested the Council consider a monthly payment plan with recommended monthly payments of \$150, until the full cost of the use permit is paid.

The use permit has been approximated at \$2,000.

### **FISCAL IMPACT**

Additional staff costs to administer the accounts receivable item.

### **RECOMMENDATIONS**

Adopt Resolution No. 8300 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING A USE PERMIT PAYMENT PLAN FOR THE BUSINESS IDENTIFIED AS “MADAM RUBY” LOCATED AT 1751 ORO DAM BOULEVARD, SUITE NO. 7 (APN: 035-050-051).

### **ATTACHMENT**

- A – Zoning Clearance/Occupancy Permit Application
- B – Letter to Applicant
- C – Resolution No. 8300



# City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

Donald Rust  
DIRECTOR

1735 Montgomery Street  
Oroville, CA 95965-4897  
(530) 538-2401 FAX (530) 538-2426  
[www.cityoforoville.org](http://www.cityoforoville.org)

## Zoning Clearance/Occupancy Permit Application

Date Submitted

7/9/14

Trakit Number

B1407-018

1751 Oro Dam Blvd. suite #7  
New Business Address

Old Business Address

**Proposed Use**  
(check all that apply)

INDICATE PROPOSED USE/USES:

Palm, Psychic & Tarot Card Readings

**Zoning Clearance**  
(For Planning Department Use Only)

**Finance Dept.**  
Verify SC-OR Code

APN: 035 - 050 - 051

Property Zoning: \_\_\_\_\_

Use allowed by zoning?  Yes  No If not allowed at all, is use nonconforming?  Yes  No

Is Use Permit required?  Yes  No Has Use Permit been obtained?  Yes (permit #\_\_\_\_)  No

If permit has been obtained, is new use substantially different from use for which permit was issued (expanded in intensity, longer hours, etc)? \_\_\_\_\_  
If yes, modified Use Permit may be required.

Does site conform to current development standards?  Yes  No

Parking lot shade?  Yes  No Other landscaping?  Yes  No

If no, site improvements may be required (City staff will review response if building/lease space has been vacant more than one year & if building/lease space is not part of larger complex of similar uses.) Comments (Note: All comments are typed on the Certificate of Occupancy.):

Signature of Planner

Date

## Zoning Clearance/Occupancy Permit Application

This application is NOT a Certificate of Occupancy. The building for which this application is submitted shall NOT be occupied until such time as the necessary inspections have been made and all corrections accomplished, and the Certificate of Occupancy approved by the appropriate departments. At that time a City business license will be issued. Any variance from these requirements shall be authorized only by the City of Oroville, Building Department. Violation of occupancy requirements (Oroville City Code Section 6-1.1) constitutes an infraction and may result in legal action. To avoid delays in processing this application, please complete it in its entirety. Return the completed application to the Building Department at 1735 Montgomery Street, Oroville, CA 95965-4897, so that an inspection date and time can be conveniently scheduled.

Business Name: Madam Ruby Type of Business: Psychic

Inspection Date: \_\_\_\_\_

Business Address & Suite No.		Business Phone No.
1751 Oroville <del>DAN</del> Blvd. Suite 7		570-0744
Business Owner #1	Address of Owner #1	Phone No.
Dorothy Williams	1250 Arch Way. Chico, Ca. 95913	(530) 570-0744
Business Owner #2	Address of Owner #2	Phone No.
Applicant's Name	Applicant's Address	Phone No.

Will there be any remodeling done? If so, please explain in detail – permits may be required.

No

If any signs are to be installed or replaced, please fill out the attached sign review application form.

D. Williams  
Signature of Owner/Applicant

7-9-14  
Date

**For Office Use Only:**

Business License Occupancy Fee: \$143.10

Credit Card Payment:	<input type="checkbox"/> VISA	<input checked="" type="checkbox"/> Cash	
Expiration Date _____	<input type="checkbox"/> MC	<input type="checkbox"/> Check # _____	<u>pd 7/9/14</u> <u>OK</u>



# City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

Donald Rust  
DIRECTOR

1735 Montgomery Street  
Oroville, CA 95965-4897  
(530) 538-2401 – FAX (530) 538-2426  
[www.cityoforoville.org](http://www.cityoforoville.org)

July 14, 2014

Dorothy Williams  
1119 Mangrove Avenue  
Chico, CA 95926

**RE: MADAM RUBY'S ZONING CLEARANCE/OCCUPANCY PERMIT APPLICATION**

Ms. Williams,

We thank you for your interest in doing business in the City of Oroville. Per your phone conversation with staff on July 11, 2014, this letter has been prepared to assist you in ensuring that all questions regarding City requirements are answered promptly and accurately.

On July 9, 2014, the City received a Zoning Clearance/Occupancy Permit application for the business address 1751 Oro Dam Boulevard, Suite #7 (APN: 035-050-051). The indicated proposed use/uses on the application were "Palm, Psychic and Tarot Card Readings." The business type indicated on the application was "Psychic."

The property identified above has a zoning designation of Intensive Commercial (C-2). Per the Oroville Municipal Code (OMC), Table 26-33.010-1: Allowable Uses in Commercial and Mixed-Use Districts, moderate-impact personal services require a use permit in all C-2 districts. Moderate-impact personal services are defined per the OMC Section 26-04.020(P) as follows:

*Personal services—moderate-impact: A personal services establishment that may tend to attract criminal activity or reduce property values when found near similar establishments, and that may need to be dispersed in order to reduce these potential negative impacts. The term "moderate-impact personal services" includes but not limited to check-cashing stores, pawnshops, psychics, spas and hot tubs for hourly rental, tattoo and body piercing parlors and other uses of like kind or character.*

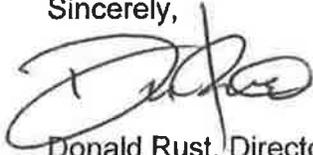
As a result of the above land use classification, the proposal to operate a psychic business at 1751 Oro Dam Boulevard, Suite #7 requires a use permit. A use permit is a discretionary permit requiring the approval of the Planning Commission. The regular monthly Planning Commission meeting takes place on the fourth Monday of each month at 7:00 pm in the City of Oroville Council Chambers located at 1735 Montgomery Street.

*"Oroville – California's best opportunity for a safe and diverse quality of life"*

Please review the attached use permit application and OMC Section 26-50.010 which details the City's use permit process.

A full electronic copy of the City Zoning Code (OMC Chapter 26) can be viewed online at <http://www.cityoforoville.org/index.aspx?page=456> and hardcopies can be obtained from the City of Oroville Community Development Department located at 1735 Montgomery Street. If you have any questions about the information in this letter, please contact Donald Rust at 530-538-2433 or at [rustdl@cityoforoville.org](mailto:rustdl@cityoforoville.org).

Sincerely,

A handwritten signature in black ink, appearing to read 'Donald Rust', written over a horizontal line.

Donald Rust, Director  
Community Development Department

#### ATTACHMENTS

Use Permit Application  
OMC Section 26-50.10 "Use permits"



# City of Oroville

Planning and Development Services Department

1735 Montgomery Street  
Oroville, CA 95965-4897  
(530) 538-2420 FAX (530) 538-2426  
[www.cityoforoville.org](http://www.cityoforoville.org)

Donald Rust  
DIRECTOR

TRAKIT#: \_\_\_\_\_

## PLANNING DIVISION GENERAL APPLICATION

(Please print clearly and fill in all that apply)

<p align="center"><b>APPLICANT'S INFORMATION</b></p> <p>Name: _____</p> <p>Address: _____</p> <p>Phone #: _____</p> <p>Email: _____</p> <p><b>Is the applicant the Owner? Yes {} No {}</b>  <b>***If applicant is <u>Not</u> the owner, please provide owner /agent authorization on the reverse side.</b></p>	<p>Project's: {} <u>Architect</u> {} <u>Engineer</u> {} <u>Contractor</u> {} <u>Consultant</u></p> <p>Name: _____</p> <p>Company/ Organization: _____</p> <p>Address: _____</p> <p>Phone #: _____</p> <p>Email: _____</p>
--	---

**DEVELOPMENT PROJECTS & OTHER APPLICATIONS**  
(Please check all that apply)

<input type="checkbox"/> Annexation	<input type="checkbox"/> Landmark /Modification/Demolition	<input type="checkbox"/> Tentative Parcel Map
<input type="checkbox"/> Appeal	<input type="checkbox"/> Mining and Reclamation Plan	<input type="checkbox"/> Tentative Subdivision Map
<input type="checkbox"/> Development Review	<input type="checkbox"/> Pre-Application	<input type="checkbox"/> Use Permit
<input type="checkbox"/> Final Map	<input type="checkbox"/> Residential Density Bonus	<input type="checkbox"/> Variance
<input type="checkbox"/> General Plan Amendment/Rezone	<input type="checkbox"/> Temporary Use	<input type="checkbox"/> Wire Less Communication Facilities
<input type="checkbox"/> Landmark Designation	<input type="checkbox"/> Tentative Map Extension	<input type="checkbox"/> Zoning Clearance
<input type="checkbox"/> Other (Please Specify): _____		

**ADMINISTRATIVE PERMITS**  
(Please check all that apply)

<input type="checkbox"/> Adult Oriented Business	<input type="checkbox"/> Mobile Food Vendor	<input type="checkbox"/> Second Dwelling Unit	<input type="checkbox"/> Street Closure
<input type="checkbox"/> Home Occupation	<input type="checkbox"/> Outdoor Storage	<input type="checkbox"/> Sign/Temporary Sign Permit	<input type="checkbox"/> Tree Removal
<input type="checkbox"/> Large Family Day Care	<input type="checkbox"/> Outdoor Display & Sales	<input type="checkbox"/> Special Event	
<input type="checkbox"/> Other (Please Specify): _____			

\* Please provide a letter addressed to the Planning Division with a detailed description for the proposed project. Please include any site plans, maps, aerials, photos, and other relevant information that will help us in processing your application.

\*\* Any time a set of plans is required, three (3) sets of drawings shall be submitted, unless otherwise directed.

**PROJECT INFORMATION**

Project Name: _____	Proposed Structure(s) (Sq Ft.): _____
Address: _____	Existing Structure(s) (Sq Ft.): _____
Nearest Cross Street: _____	Water Provider: _____
Assessors Parcel Number: _____	School District: _____
Lot Size (Acres): _____	Number of Dwelling Units: _____

**APPLICANT'S SIGNATURE**

I hereby certify that the information provided in this application is, to my knowledge, true and correct.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**OFFICE USE ONLY**

General Plan: \_\_\_\_\_ Zoning: \_\_\_\_\_ Zone Conformity: (Y/N) Parcel No: \_\_\_\_\_

File #: \_\_\_\_\_ Overlay Zoning: \_\_\_\_\_ Minimum Setbacks: FY- RY- SY-

## AGENT AUTHORIZATION

To the City of Oroville, Department of Planning and Development Services

PRINT NAME OF AGENT: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ AGENT SIGNATURE: \_\_\_\_\_

Is hereby authorized to process this application on my/our property, identified as Butte County Assessors Parcel Number (s):

APN: \_\_\_\_\_

This authorization allows representation for all applications, hearings, appeals, etc. and to sign all documents necessary for said processing, but not including document (s) relating to record title interest.

### Owner(s) of Record (sign and print name)

1)			
	Print Name of Owner	Signature of Owner	Date
2)			
	Print Name of Owner	Signature of Owner	Date
3)			
	Print Name of Owner	Signature of Owner	Date
4)			
	Print Name of Owner	Signature of Owner	Date
	Owner's Mailing Address	Owner's Email	Owner's Phone #



# City of Oroville

Planning and Development Services Department

1735 Montgomery Street  
Oroville, CA 95965-4897  
(530) 538-2420 FAX (530) 538-2426  
[www.cityoforoville.org](http://www.cityoforoville.org)

Donald Rust  
DIRECTOR

TRAKIT#: \_\_\_\_\_ - \_\_\_\_\_

## USE PERMIT APPLICATION

(Please print clearly and fill in/provide all that apply)

REQUIRED FOR A COMPLETE APPLICATION	PERMIT TYPE
<input type="checkbox"/> Completed and signed Application Forms	<input type="checkbox"/> New Use Permit: \$2,822.00 (Deposit) + \$169.32 (6% Tech Fee) = \$2,991.32
<input type="checkbox"/> Application Fee Paid	<input type="checkbox"/> Amendment to Existing Use Permit: \$1,000.00 + \$60.00 (6% Tech Fee) = \$1,060.00

### PROJECT PLANS

All plans and drawings shall be drawn to scale to the extent feasible and shall indicate the full dimensions, contours and other topographic features and all information necessary to make a full evaluation of the project. Please include the following:

- 1. **Site and floor plans**, including the location, square footage and use of all structures.
- 2. **Architectural drawings** showing proposed building elevations.
- 3. Landscape plans showing the types, sizes and location of vegetation to be planted and the irrigation system to be installed.
- 4. Plans for the configuration and layout of all off-street parking spaces, including entrances, exits and internal circulation routes.
- 5. Plans for all lighting to be installed on the site, including the location, type, height and brightness of each lighting fixture.
- 6. **Drawings of all signs** that are proposed in association with the project.
- 7. Plans showing the location, square footage and capacity of any existing or proposed surface stormwater detention facilities.
- 8. Plans showing the location and square footage of any existing or proposed outdoor storage areas.
- 9. Descriptions of any off-site infrastructure improvements to be provided in conjunction with the project.
- 10. Hours of operation for all proposed land uses.
- 11. Number of employees and fleet vehicles for all proposed land uses.
- 12. **A letter authorizing the use permit application from the owner of the property.**

### CLASSIFICATION

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Alcohol & Beverage Sales         | <input type="checkbox"/> Off Premise/Video Display Sign           | <input type="checkbox"/> Uses in a Mini-Storage Overlay (MS-O) |
| <input type="checkbox"/> Agricultural Uses                | <input type="checkbox"/> Outdoor Storage                          | <input type="checkbox"/> Uses in Residential Districts         |
| <input type="checkbox"/> Animal Keeping (Commercial)      | <input type="checkbox"/> Parking Requirement Exceptions           | <input type="checkbox"/> Uses in Special Purpose Districts     |
| <input type="checkbox"/> Barbed/Razor Wire Fence          | <input type="checkbox"/> Temporary Use                            | <input type="checkbox"/> Uses not Specified but Allowed        |
| <input type="checkbox"/> Density Bonus & Other Incentives | <input type="checkbox"/> Uses in a Conditional Overlay (C-O)      | <input type="checkbox"/> Wireless Communication Facilities     |
| <input type="checkbox"/> Exceptions to Height Limits      | <input type="checkbox"/> Uses in Commercial & Mixed-Use Districts | <input type="checkbox"/> Other (Please Specify): _____         |
| <input type="checkbox"/> Nonconforming Uses & Structures  | <input type="checkbox"/> Uses in Industrial Districts             |  |

### PROJECT DESCRIPTION

Present or Previous Use: \_\_\_\_\_

Proposed Use: \_\_\_\_\_

Detailed Description: (For Additional Space Use Back of Paper or Additional Sheet)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### APPLICANT'S SIGNATURE

I hereby certify that the information provided in this application is, to my knowledge, true and correct.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### OFFICE USE ONLY

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Credit Card #: \_\_\_\_\_  Debit Card #: \_\_\_\_\_  Money Order  Cash  Check # \_\_\_\_\_



## **26-50.010 Use permits.**

### **A. Intent.**

Use permits provide an opportunity to review the location, site development or conduct of certain land uses, activities and structural features that generally have a distinct impact on the area in which they are located or are capable of creating special problems for bordering properties unless given careful attention. Use permits are discretionary and may be granted or denied by the Planning Commission under the provisions of this section.

### **B. Transferability.**

A use permit shall be valid only for the property for which it was issued. Use permits shall not be transferred from one property to another.

### **C. Uses Requiring a Use Permit.**

Uses shall be required to obtain a use permit as specified in this chapter.

### **D. Conditions.**

1. If the Planning Commission grants a use permit, it may attach any conditions to the use permit that are deemed necessary to achieve the purposes of this chapter, and that also promote the general health, safety and public welfare of the City.
2. The conditions imposed by the Planning Commission may include, but are not limited to:
  - a. Improvement of vehicle access to the subject property in accordance with City standards.
  - b. Regulation of a structure's horizontal or vertical size.
  - c. Regulation or placement of the use or building on the subject property.
  - d. Regulation of the design and configuration of building frontages.
  - e. Regulation of the nature, hours of operation and extent of the use.
  - f. Regulation of the term during which the use permit is valid.
  - g. Regulation of landscaping and other barriers for the protection of adjoining or nearby properties.
  - h. Improvement of access to the building or site for disabled persons.
3. Each use permit shall be issued subject to the condition that the Zoning Administrator may inspect the premises for which the use permit is issued at any reasonable time to ensure compliance with the conditions of the use permit. Refusal to permit the Zoning Administrator to inspect the premises shall be rebuttably presumed to be grounds for revocation of the use permit.

### **E. Application.**

1. Application for a use permit shall be made to the Planning Commission in a form prescribed by the Zoning Administrator, accompanied by a fee established by resolution of the City Council. The application shall also include all of the following as applicable:
  - a. Site and floor plans, including the location, square footage and use of all structures.
  - b. Architectural drawings showing proposed building elevations.
  - c. Landscape plans showing the types, sizes and location of vegetation to be planted and the irrigation system to be installed.
  - d. Plans for the configuration and layout of all off-street parking spaces, including entrances, exits and internal circulation routes.
  - e. Plans for all lighting to be installed on the site, including the location, type, height and brightness of each lighting fixture.
  - f. Drawings of all signs that are proposed in association with the project.
  - g. Plans showing the location, square footage and capacity of any existing or proposed surface stormwater detention facilities.

- h. Plans showing the location and square footage of any existing or proposed outdoor storage areas.
  - i. Descriptions of any off-site infrastructure improvements to be provided in conjunction with the project.
  - j. Hours of operation for all proposed land uses.
  - k. Number of employees and fleet vehicles for all proposed land uses.
  - l. A letter authorizing the use permit application from the owner of the property.
2. All plans and drawings shall be drawn to scale to the extent feasible and shall indicate the full dimensions, contours and other topographic features and information necessary to make a full evaluation of the project.
  3. The Planning Commission shall hold a minimum of 1 public hearing on the application, notice of which shall be given by 1 publication in a newspaper of general circulation in the City of Oroville at least 10 days prior to the hearing, or by posting notice on the property involved at least 10 days prior to the hearing.
  4. The Planning Commission may grant a use permit only upon making all of the following findings, based on substantial evidence:
    - a. The granting of the permit will not be incompatible with or detrimental to the general health, safety or public welfare of the surrounding area or of the City as a whole.
    - b. The proposed use follows sound principles of land use by having a suitable location relative to the community as a whole, as well as to transportation facilities, public services and other land uses in the vicinity.
    - c. Public utilities and facilities, including streets and highways, water and sanitation, are adequate to serve the proposed use or will be made adequate prior to the establishment of the proposed use.
    - d. The location, size, design and operating characteristics of the proposed use will be harmonious and compatible with the surrounding neighborhood and will not adversely affect abutting properties.
    - e. The subject site is physically suitable for the type and intensity of land use being proposed.
    - f. The size, intensity and location of the proposed use will provide services that are necessary or desirable for the neighborhood and community as a whole.
    - g. The permit complies with all applicable laws and regulations, including the requirements of the General Plan, of this chapter and of the City Code.
  5. Notice of the Planning Commission's determination shall be issued within 10 days after the determination has been made. This notice shall be issued in writing to the permit applicant.

**F. Revocation.**

1. In any case where a use permit has not been used for 1 year, the Zoning Administrator shall make a determination regarding whether relevant circumstances have changed significantly since the approval. Relevant circumstances shall be those that were considered and relied upon when the permit was approved, including but not limited to the surrounding levels of traffic and the types and intensity of uses on adjoining properties. If the Zoning Administrator determines that relevant circumstances have changed significantly, the permit shall be reviewed by the Planning Commission to determine if a hearing should be scheduled to revoke it.
2. The Planning Commission, upon its own motion, may modify or revoke any use permit that has been granted pursuant to the provisions of this section upon finding any of the following, based on substantial evidence:
  - a. Any of the conditions of the permit have not been satisfied within 1 year after it was granted.
  - b. Any of the terms or conditions of the permit have been violated.
  - c. A law, including any requirement in this chapter, has been violated in connection with the permit.

- d. The permit was obtained by fraud.
3. The Planning Commission shall hold a public hearing on any proposed revocation after giving written notice to the permittee at least 10 days prior to the hearing.

**G. Appeals.**

If the applicant, permittee or any other person is dissatisfied with a Planning Commission action regarding a use permit, he or she may appeal to the City Council as provided in Section 26-56.100 of this chapter.

(Ord. 1762)

**26-50.020 Administrative permits.**

**A. Uses Requiring an Administrative Permit.**

Uses shall be required to obtain an administrative permit as specified in this chapter.

**B. Application.**

1. Application for an administrative permit shall be made in a form prescribed by the Zoning Administrator and accompanied by a fee established by resolution of the City Council. If the applicant does not own the property for which a permit is requested, the application shall be accompanied by a letter authorizing the administrative permit application from the owner of the property.
2. The Zoning Administrator may grant or deny an application for an administrative permit under the provisions of this section. Notice of the Zoning Administrator's determination shall be issued within 10 days after the determination has been made. The notice shall be issued in writing to the permit applicant.

**C. Revocation.**

After providing a 10 day notice to the permittee and holding a hearing, the Zoning Administrator, upon his or her own motion, may revoke any administrative permit that has been granted pursuant to the provisions of this section upon finding any of the following, based on substantial evidence:

1. Any of the terms or conditions of the permit have been violated.
2. A law, including any requirement in this chapter, has been violated in connection with the permit.
3. The permit was obtained by fraud.

**D. Appeals.**

If the applicant or any other person is dissatisfied with a Zoning Administrator action regarding an administrative permit, he or she may appeal as provided in Section 26-56.100 of this chapter.

(Ord. 1762)

**26-50.030 Zoning clearances.**

**A. Purpose.**

A zoning clearance verifies that a proposed structure or use meets all of the requirements that apply to that structure or use, including but not limited to requirements for allowed activities and development standards.

**B. Applicability.**

1. A zoning clearance is required prior to the issuance of any building or occupancy permit.
2. Except for properties in residential districts that are used exclusively for single-family residential purposes, a zoning clearance shall be obtained for any change of lessee, operator or owner, even when the change does not alter the use or activity being conducted on the property.

**CITY OF OROVILLE  
RESOLUTION NO. 8300**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING A USE PERMIT PAYMENT PLAN FOR THE BUSINESS IDENTIFIED AS "MADAM RUBY" LOCATED AT 1751 ORO DAM BOULEVARD, SUITE #7 (APN: 035-050-051)**

**WHEREAS**, On July 9, 2014, the City received a Zoning Clearance/Occupancy Permit application (Permit TRAK #: B1407-018) for the business address 1751 Oro Dam Boulevard, Suite #7 (APN: 035-050-051), which has a zoning designation of Intensive Commercial (C-2); and

**WHEREAS**, the indicated proposed use/uses on the application were palm, psychic and tarot card readings; and

**WHEREAS**, per the Oroville Municipal Code (OMC) Section 26-04.020(P), psychics are defined as moderate-impact personal services; and

**WHEREAS**, per the OMC, Table 26-33.010-1: Allowable Uses in Commercial and Mixed-Use Districts, moderate-impact personal services require a use permit in all C-2 districts; and

**WHEREAS**, on October 27, 2014, staff met with the applicant to discuss available options for moving forward. Due to financial constraints, the applicant has requested the Council consider a monthly payment plan with maximum monthly payments of \$150, until the full cost of the use permit is paid.

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

The Oroville City Council hereby approves a use permit payment plan subject to the following conditions:

1. As use permits are full cost recovery items, staff will process the use permit and account for all staff time, City resources, and other associated costs.
2. Once processing of the use permit is completed, a breakdown of the costs will be provided to the applicant and staff will work with the City's Finance Department to bill the applicant for \$150 monthly payments, until the full cost of the use permit is paid.
3. Pursuant to Public Resources Code Section 21089, and as defined by the Fish and Wildlife Code Section 711.4, fees (\$50) are payable by the project applicant to file the Notice of Exemption with Butte County by the City of Oroville – Community Development Department within five working days of approval of this project.

4. As a condition of approval for the use permit, if all use permit fees have not been paid in full at the end of the payment period, the use permit shall be revoked.

\*\*\*\*\*

**PASSED AND ADOPTED** by the City Council of the City of Oroville at a regular meeting held on December 2, 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 RUST, DIRECTOR (530) 538-2433  
RICK WALLS, INTERIM CITY ENGINEER  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: PURCHASE OF A SOLAR INVERTER FOR THE CITY HALL SOLAR  
SYSTEM**

**DATE: DECEMBER 2, 2014**

**SUMMARY**

The Council may consider the purchase of a solar inverter for the City Hall solar system from the lowest responsible bidder, Alameda Electric, in the amount of \$21,447.

**DISCUSSION**

The City Hall solar system includes a solar inverter that converts the DC current from the solar panels to 240-volt, 3-phase AC current for use in meeting the City Hall power demand. Earlier this year the inverter failed. Troubleshooting of the system components showed that a transformer downstream of the inverter designed to convert 208 volt current from the inverter to the required 240 volt current for City Hall use is undersized. The undersized transformer resulted in the solar inverter overheating and failing. The inverter was temporarily repaired by installing a new cooling fan. However, the undersized transformer still limits the power output from the solar panels and the inverter to less than 20 KW. The solar panels are capable of outputting 45 KW which can be used as a credit offset to the City Hall electric bill. A new solar inverter will replace both the existing inverter and the transformer and will increase the solar system output to close to the 40 – 45 KW design level. Currently the loss of about 24 KW of solar power is costing the City approximately \$8,600 per year in solar energy savings, which varies month to month based on electricity used and produced.

Staff obtained three bids for a new 50 KW solar inverter, with the bids summarized below:

Alameda Electrical Distributors -	\$21,446.25
Platt Electric -	\$21,696.65
Consolidated Electrical Supply -	\$22,132.10

The inverter will be installed by the City's Electrician. Staff estimates that approximately \$500 in miscellaneous electrical supplies will be required for the installation.

**FISCAL IMPACT**

The City Hall budget operating accounts are adequate to purchase the miscellaneous electrical supplies. The recommendation is transfer funds from Contingency for this purchase, less projected savings of \$2,600 of savings in electric charges for the current year bills be applied to this purchase. Savings will restore the General Fund balance by the end of Fiscal Year 2017 2018.

Supplemental Adjustment 2014/141202-XX:

Decrease:

Fund 165 (Contingency Reserve)	\$18,900
001- 6999 – 1700 (City Hall Operating Expense)	\$2,600

Increase:

001-8999-1700 (City Hall Capital Expense)	\$21,500
---	----------

**RECOMMENDATION**

1. Authorize the purchase of a solar inverter from Alameda Electrical Distributors, in an amount not to exceed \$21,446.25.
2. Authorize a transfer from Contingency to Supplemental Adjustment No. 2014/151202-XX.

**ATTACHMENTS**

Alameda Electrical Distributors Inverter Quotation



**ALAMEDA**  
ELECTRICAL DISTRIBUTORS  
WITH  
CALIFORNIA SERVICE TOOL

629 ENTLER AVE, SUITE #29  
CHICO, CA 95928-7424  
530-781-1300 Fax 530-781-1325

**Quotation**

QUOTE DATE	QUOTE NUMBER
10/30/14	S3468067
ORDER TO:	PAGE NO
ALAMEDA ELECTRICAL DISTRIBUTOR 629 ENTLER AVE, SUITE #29 CHICO, CA 95928-7424 530-781-1300 Fax 530-781-1325	1

QUOTE TO:  
CASH SALES MASTER  
3875 BAY CENTER PLACE  
HAYWARD, CA 94545

SHIP TO:  
CASH CHICO Contractors ONLY  
CITY OF OROVILLE  
CHICO, CA 95928

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
28541	PVI INVERTER		AED House 9	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT
Zauher, Joe	BID	COD COLLECT ON DELIVE	10/30/14	No
ORDER QTY	PART NO	DESCRIPTION	UNIT PRICE	NET AMOUNT
1ea	7508000	SOLECTRIA PVI-50-240 3PHASE INVERTER - Above not returnable w/o RGA - TAXES NOT INCLUDED	19950.000	19950.00

THIS IS A QUOTATION  
Prices are firm for 30 days. Products containing materials which fluctuate  
with the market are subject to change without notice.  
APPLICABLE TAXES EXTRA!

Subtotal	19950.00
S&H CHGS	0.00
Amount Due	19950.00

\$21,446.25 (with TAX)

**OROVILLE CITY COUNCIL  
STAFF REPORT**

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

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

**RE: FEDERAL AVIATION ADMINISTRATION LAND USE CHANGE  
AUTHORIZATION**

**DATE: DECEMBER 2, 2014**

**SUMMARY**

The Council may consider a Land Use Change Authorization with the Federal Aviation Administration (FAA) for the Oroville Municipal Airport.

**DISCUSSION**

As part of Staff's efforts to obtain permission from the FAA for the Graphic Packaging International (GPI) plant expansion, a land use change for the 13.6 acres of land to be leased to GPI was necessary. After receiving FAA approval of both the City's updated Airport Layout Plan and a categorical exemption for the GPI project, FAA has formally approved a land use change from aeronautical to non-aeronautical for the 13.6 acres.

FAA requires the execution of a Land Use Change Authorization (Authorization) to complete the land use change process. Exhibit B to the Authorization assigns conditions to the land use change such as collecting fair market rent, right of flight over the leased property, etc.

**FISCAL IMPACT**

None

**RECOMMENDATION**

Adopt Resolution No. 8301- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LAND USE CHANGE AUTHORIZATION WITH THE FEDERAL AVIATION ADMINISTRATION FOR THE OROVILLE MUNICIPAL AIRPORT.

cc-b

**ATTACHMENTS**

Resolution No. 8301  
FAA Land-Use Change Authorization

**CITY OF OROVILLE  
RESOLUTION NO. 8301**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LAND USE CHANGE AUTHORIZATION WITH THE FEDERAL AVIATION ADMINISTRATION FOR THE OROVILLE MUNICIPAL AIRPORT**

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

1. The Mayor is hereby authorized and directed to execute a Land-Use Change Authorization with the Federal Aviation Administration. A copy of the Land-Use Change Authorization 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 December 2, 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



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Western-Pacific Region  
San Francisco Airports District Office

1000 Marina Boulevard, Suite 220  
Brisbane, CA 94005-1835

## **Land-Use Change Authorization Oroville Municipal Airport**

The City of Oroville (City), the owner and operator of Oroville Municipal Airport (Airport), requested authorization from the Federal Aviation Administration (FAA) for a land-use change for a portion of land, as more particularly described in Exhibit A, that is subject to the conditions and restrictions set forth in a Quitclaim Deed and Grant Agreements, since the portion of land is not presently needed for aviation purposes.

The land-use change will allow the City to lease or rent the land for revenue producing purposes that will serve to make the airport as self-sustaining as possible. The lease revenue, that will be based on the land's fair market value, is obligated to be used for the capital and operating costs of the airport in accordance with Title 49 United States Code (USC) §47107(b) and §47133.

The FAA has determined that the portion of land herein described in Exhibit A is not presently needed for an aeronautical purpose and may be used to earn revenue from other compatible non-aeronautical uses. The land-use change does not release the land from its airport obligations. It remains part of the airport and subject to terms and conditions of the Quitclaim Deed and Grant Agreements.

This authorization made by the FAA, pursuant to the provisions contained in Title 49 USC §47107(h) and §47153 and the criteria in FAA Order 5190.6B, Chapter 22, hereby grants the City an authorization to use airport property at Oroville Municipal Airport for revenue-producing purposes from other than aviation uses. Notwithstanding, this authorization does not prevent the land's reuse for an aviation purpose or the restoration of the property to an aeronautical use.

In consideration of the benefits to accrue to the Airport and to civil aviation, the FAA hereby authorizes a land-use change for the portion of land at the Airport containing approximately 13.65 acres, more or less, and more particularly described in Exhibit A, so it may be leased or rented for other than airport purposes. This authorization is granted without waiver of any other rights and interests reserved to the FAA at the Airport. Furthermore, this authorization is granted subject to the conditions and restrictions contained in Exhibit B, attached hereto, which contains provisions to be included in the agreement for use of the land subject to this authorization.

The FAA has caused this Authorization to be executed on October 30, 2014.

By: Robin K. Hunt  
Robin K. Hunt  
Manager  
San Francisco Airports District Office  
Western-Pacific Region  
Federal Aviation Administration

\*\*\*\*\*

### City of Oroville Acknowledgment

The undersigned official hereby acknowledges the acceptance of the terms and conditions of this Authorization for the governing body of the City of Oroville.

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

**Exhibit A**

**Legal Description for Portion of Airport Land  
Bounded by Airport Drive**

The affected portion of land is approximately 13.65 acres.

The metes and bounds legal description and plot plan  
follow on the next page

## EXHIBIT "A"

### Oroville Municipal Airport

All that real property, situate in the City of Oroville, County of Butte, State of California, being a portion of the Oroville Municipal Airport located in Section 22, Township 19 North, Range 3 East, Mount Diablo Meridian and more particularly described as follows:

Commencing at the Southeast corner of Block 157 as shown on the Map of South Thermalito, filed in the Butte County Recorder's Office, May 11, 1889 in Volume 2 of Maps at Page 176, and as shown on the Record of Survey filed in Book 96 of Maps at Pages 78 through 82, Butte County Recorder's Office;

Thence North  $89^{\circ}59'37''$  West, 1460.70 feet, to a point on the north line of Larkin road, said point being the easterly terminus of that course shown as South  $89^{\circ}59'37''$  East, 1676.05 feet according to said Record of Survey;

Thence along the said north line, North  $89^{\circ}59'37''$  West, 1126.07 feet;

Thence North  $13^{\circ}42'10''$  West, 701.66 feet to the TRUE POINT OF BEGINNING, said point being the beginning of a curve to the right, concave easterly, having a radius of 72.00 feet;

Thence northerly, along said curve, through a central angle of  $46^{\circ}38'46''$ , for an arc distance of 58.62 feet;

Thence North  $32^{\circ}56'36''$  East, 648.71 feet to the beginning of a curve to the right, concave southerly having a radius of 234.00 feet;

Thence easterly, along said curve, through a central angle of  $110^{\circ}47'10''$ , for an arc distance of 452.46 feet;

Thence South  $36^{\circ}16'14''$  East, 871.02 feet to the beginning of a curve to the right, concave westerly, having a radius of 68.50 feet;

Thence southerly, along said curve, through a central angle of  $115^{\circ}49'56''$ , for an arc distance of 138.48 feet;

Thence South  $79^{\circ}33'42''$  West, 1097.46 feet, to the beginning of a curve to the right, concave northeasterly, having a radius of 45.00 feet;

Thence northerly, along said curve, through a central angle of  $86^{\circ}44'08''$ , for an arc distance of 68.12 feet, to the end of said curve;

Thence North  $13^{\circ}42'10''$  West, 374.22 feet, to said true point of beginning.

EXCEPTING THEREFROM a portion of Block 156 as shown on the Map of South Thermalito filed in the Butte County Recorder's Office, May 11, 1889 in Volume 2 of Maps at Page 176, being more particularly described as follows:

APN: 030-260-039 (portion)

EXHIBIT "A"  
Page 1 of 2

Commencing at the Southeast corner of Block 157 as shown on said map, and as shown on the Record of Survey filed in Book 96 of Maps at Pages 78 through 82, Butte County Recorder's Office;

Thence North 63° 00' 37" West, 1923.60 feet to a ½ inch rebar with 1 ½ inch aluminum cap marked P.L.S. 4085 and the True Point of Beginning for the herein described parcel of land;

Thence south 53° 39' 00" West 600.00 feet to a ½ inch rebar with 1 ½ inch aluminum cap marked P.L.S. 4085;

Thence North 36° 21' 00" West 150.00 feet;

Thence South 53° 39' 00" West 85.00 feet;

Thence North 36° 21' 00" West 282.00 feet;

Thence North 53° 39' 00" East 685.00 feet;

Thence South 36° 21' 00" East 432.00 feet to the point of beginning and the end of this description.

Said real property contains 13.65 acres more or less.

The Basis of Bearings for this description is the same as shown on said Record of Survey filed in Book 96 of Maps at Pages 78 – 82.



Michael L. Mays, LS 6967  
NorthStar-Engineering



Date: 1/23/13



**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS PLAT IS THAT RECORD OF SURVEY FILED IN THE OFFICE OF THE BUTTE COUNTY RECORDER IN BOOK 96 OF MAPS AT PAGE 78.



1/23/13

<p><b>NorthStar</b> ENGINEERING</p> <p>111 Mission Ranch BLVD, STE 100 Chico, California 95926 Phone: (530) 893-1600 Fax: (530) 893-2113 www.northstareng.com</p>	<p>PREPARED FOR:</p> <p>CITY OF OROVILLE 1735 MONTGOMERY STREET OROVILLE, CA 95965</p>	<p>JOB TITLE:</p> <p>OROVILLE MUNICIPAL AIRPORT LAND LEASE REQUEST 13.65 ACRES</p>	<p>SCALE: 1" = 300'</p> <p>JOB NO.: 12-078</p> <p>DATE: 12-18-2012</p> <p>DRAWN BY: MLM</p> <p>CHECKED BY: CHECKED</p> <p>SHEET NO.: 1 OF 1</p>
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## **Exhibit B**

### **Lease and Use Agreement Provisions**

The instrument used by the City of Oroville to lease or rent real property described in the land-use change authorization shall include the following provisions.

Lease and Use Agreement Provisions follow on the next page

## Exhibit B

### Lease and Use Agreement

1. The (lessee, Licensee, permittee) for himself, his personal representatives, successors in interest, and assignees, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (licensee, lessee, permittee) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49 Code of Federal Regulations Part 21, *Nondiscrimination in Federally Assisted Programs of the Department of Transportation*, and as said regulations may be amended.

**(The airport sponsor shall insert the paragraph above in airport contracts, leases, subcontracts, subleases and other agreements at all tiers.)**

*(Additional information regarding civil rights and Disadvantaged Business Enterprise obligations can be obtained from the FAA Civil Rights Office.)*

2. The airport owner/sponsor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of the (lessee, licensee, permittee) and without interference or hindrance.

3. The airport owner/sponsor reserves the right, but shall not be obligated to the (lessee, licensee, permittee), to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the (lessee, licensee, permittee) in this regard.

4. This (lease, license, permit, etc.) shall be subordinate to the provisions and requirements of any existing or future agreement between the airport owner/sponsor and the United States, relative to the development, operation, or maintenance of the airport. Failure of the (lessee, licensee, permittee) or any occupant to reconcile a conflict with the requirements of any existing or future agreement between the lessor and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for the termination of (lessee's, licensee's, permittee's) rights that are in conflict with the federal agreement. Furthermore, a right of first refusal shall be subordinate to the sponsor's agreements with the United States requiring that the airport serve an airport purpose and such right shall not prevent airport land from being used for an airport purpose or its use by an aeronautical user. Furthermore, a right of first refusal to convert airport land to a non-aeronautical use shall not be exercised without the written approval of the Federal Aviation Administration.

5. There is reserved to the airport owner/sponsor, its successors and assignees, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the (leased, licensed, permitted) premises. This public right of flight shall include the right to cause in said airspace any noise and emissions inherent in the operation of any aircraft used for

navigation or flight through said airspace or landing at, taking off from, or operating on the airport premises.

6. The (lessee, licensee, permittee) agrees to comply with the notification and review requirements covered in Title 14 Code of Federal Regulations Part 77 in the event construction of a building or facility is planned for the (leased, licensed, permitted) premises or in the event of any planned modification or alteration of any present or future building or structure situated on the (leased, licensed, permitted) premises.

7. The (lessee, licensee, permittee) by accepting this (lease, license, permit) agreement expressly agrees for itself, its successors and assignees that it will not erect nor permit the erection of any structure or building nor permit any natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the (lessee, licensee, permittee).

8. The (lessee, licensee, permittee) by accepting this (lease, license, permit) agrees for itself, its successors and assignees that it will not make use of the (leased, licensed, permitted) premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby (leased, licensed, permitted) and cause the abatement of such interference at the expense of the (lessee, licensee, permittee).

9. With specific regard to aeronautical activities, it is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of U.S. Code 40103 (e) and 47107(a)(4).

10. This (lease, license, permit) and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the airfield and other nonexclusive use areas of the airport or the exclusive or nonexclusive use of the airfield and other nonexclusive use areas of the airport by the United States during a time of war or national emergency.

11. The (lessee, licensee, permittee) will conform to airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport and the airfield operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass an airfield safe driving instruction program when offered or required by the airport; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

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

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

**RE: AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH  
REINARD BRANDLEY**

**DATE: DECEMBER 2, 2014**

**SUMMARY**

The Council may consider an amendment to the Professional Services Agreement (PSA) with Reinard W. Brandley (Brandley), in the amount of \$4,667, for engineering services relating to the Oroville Municipal Airport (Airport).

**DISCUSSION**

In accordance with the City's Airport Capital Improvement Program, there are two projects to be completed in 2015 for which a Categorical Exclusion (Cat-Ex) environmental document is required. These projects are:

1. Construct a precision approach path indicator (PAPI) for Runway 2.
2. Design for a Taxiway K extension.

In order for this work to be completed in 2015, the Federal Aviation Administration (FAA) requires that the completed cat-ex's be delivered to the FAA by the end of the calendar year.

Staff is proposing an amendment to the existing PSA with Brandley to complete the two environmental documents. The City will be reimbursed by the FAA 90% for the environmental document and for the 2015 project work.

**FISCAL IMPACT**

Funds are available in the 2014/15 budget:

CC-7

## **RECOMMENDATION**

Adopt Resolution No. 8302 – 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 \$4,667, FOR THE PREPARATION OF A CATEGORICAL EXCLUSION FOR THE RUNWAY 2 PAPI AND RUNWAY K PROJECTS AT THE OROVILLE MUNICIPAL AIRPORT – (Agreement No. 2006-10).

## **ATTACHMENTS**

Resolution No. 8302  
Agreement No. 2006-10

**CITY OF OROVILLE  
RESOLUTION NO. 8302**

**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 \$4,667, FOR THE PREPARATION OF A CATEGORICAL EXCLUSION FOR THE RUNWAY 2 PAPI AND TAXIWAY K PROJECTS AT THE OROVILLE MUNICIPAL AIRPORT**

**(Agreement No. 2006-10)**

**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 \$4,667 for the preparation of a Categorical Exclusion (cat-ex) for the Runway 2 PAPI and Taxiway K Projects.

**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 preparation of a cat-ex for the Projects. 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 December 2, 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

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

This Tenth Amendment dated December 2, 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 \$4,667 for the preparation of a Categorical Exclusion document for the Runway 2 PAPI and Taxiway K Extension Projects 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 – 9, and this Amendment shall not exceed \$347,933.
3. The \$4,667 authorized by this Amendment shall be used only to pay the Consultant to complete the Categorical Exclusion for the Projects.
4. Conflicts between the Agreement, the First through Ninth Amendments, and this Tenth Amendment shall be controlled by this Tenth 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:**

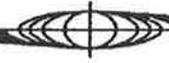
By: \_\_\_\_\_  
Scott E. Huber, City Attorney

By: \_\_\_\_\_  
Randy Murphy, City Clerk

**ATTACHMENTS:**

Exhibit A – Scope of Additional Services and Fee Proposal

**Reinard W. Brandley**  
CONSULTING AIRPORT ENGINEER



6125 King Road, Suite 201  
Loomis, California 95650

Telephone: (916) 652-4725  
Fax: (916) 652-9029  
e-mail: brandley@rwbrandley.com

November 24, 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  
Categorical Exclusion for the 2-box PAPI Runway 02 & Construction of Taxiway K

Dear Mr. Walls:

F.A.A. needs environmental reports approved by December 30, 2014, for all projects included for funding in 2015 on your Airport Capital Improvement Program. It is proposed to install a new 2-box PAPI for Runway 02 and to perform the engineering design for the Construction of Taxiway K at the Oroville Municipal Airport in 2015. A Categorical Exclusion environmental document is required for this work. We will team with Jim Wallace of Wallace Environmental Consulting to prepare this document. Our proposed fee for this work is as follows:

Environmental studies and preparation of Cat Ex	\$4,242
Administration and Engineering Support	<u>424</u>
Total	<u>\$4,666</u>

A copy of Wallace's proposal is attached, which sets forth the scope and cost for this work.

We appreciate the opportunity of submitting this proposal and will be in a position to begin work immediately after receipt of Notice to Proceed.

Very truly yours,

Reinard W. Brandley

RWB:aw  
Attachment

---

**MEMORANDUM**

Date: November 17, 2014

To: Reinard Brandley

From: Jim Wallace

Subject: Oroville Airport, Categorical Exclusion

Rick Walls at the City of Oroville, has requested a proposal to prepare a Categorical Exclusion (CE) at the Oroville Municipal Airport. The CE would meet FAA guidance and requirements under the National Environmental Policy Act (NEPA) for the following proposed actions:

1. Extend Taxiway "K", and
2. Construct a PAPI near the western edge Runway 2.

In October 2014, the FAA revised its CE format. Those revisions included requests for detailed project information, estimated start date, project duration, connected actions, construction details and unique or natural features within or surrounding the airport. Our CE preparation now includes attention to these revised requirements, and therefore requires a complete understanding of construction techniques, including haul routes and material handling (a sketch plan that indicates all key project components). The revised guidelines require that we confirm that existing environmental data are current. CE preparation may necessitate field visits to confirm conditions.

Proposal:

1. Project construction details and project description:	\$500.00
2. Field visit:	\$1,072.00
3. Graphics:	\$750.00
4. CE Preparation:	<u>\$1,920.00</u>
5. Estimated Total:	\$4,242.00

The estimates are based on the following hourly rates as of January 1, 2014:

Professional	Hourly Rate
Principal and Senior Planner	120.00
Senior Planner	100.00
GIS/ Graphics	75.00
Word Processing/editor	75.00

Wallace Environmental Consulting, Inc.  
P.O. Box 266, Courtland, CA 95615  
(916) 538-6185 or (916) 775-2380

**OROVILLE CITY COUNCIL  
STAFF REPORT**

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

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

**RE: AMENDMENT TO AIRPORT GROUND LEASE WITH ROGER M.  
GRUBBS**

**DATE: DECEMBER 2, 2014**

**SUMMARY**

The Council will consider a 10-year extension to the airport ground lease with Roger Grubbs.

**DISCUSSION**

The City originally executed an airport ground lease with Roger M. Grubbs on August 1, 2001, for five-years, with one five year extension option. A 5-year extension was approved by the Council on November 18, 2008 that extended the term of the lease through November 18, 2013. Although the lease has expired, Mr. Grubbs has been timely on his rent payments and now desires a 10 year lease extension. Staff recommends that Mr. Grubbs request for a 10 year ground lease extension be approved. The extended lease will expire on November 17, 2023. The lease terms will remain unchanged including the requirement for an annual 3% per year rent increase.

**FISCAL IMPACT**

Lessee will continue to pay \$488 per year for the lease.

**RECOMMENDATION**

Adopt Resolution No. 8303 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A TEN YEAR EXTENSION OF THE AIRPORT GROUND LEASE AGREEMENT WITH ROGER M. GRUBBS – (Agreement No. 1351-2).

**ATTACHMENTS**

Resolution No. 8303  
Agreement No. 1351-2

**CITY OF OROVILLE  
RESOLUTION NO. 8303**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING  
THE MAYOR TO EXECUTE A TEN YEAR EXTENSION OF THE AIRPORT GROUND  
LEASE AGREEMENT WITH ROGER M. GRUBBS**

**(Agreement No. 1351-2)**

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

1. The Mayor is hereby authorized and directed to execute a ten (10) year extension of the Airport Ground Lease Agreement between the City of Oroville and Roger M. Grubbs, terminating on November 17, 2023. A copy of Agreement No. 1351-2 is attached hereto.
  
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 December 2, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott Huber, City Attorney

\_\_\_\_\_  
Randy Murphy, City Clerk

**EXTENSION OF AIRPORT GROUND LEASE AGREEMENT**

This 10-Year Extension of Lease is made on December 2, 2014 to the Oroville Airport ground lease Agreement No. 1351-1 between the City of Oroville "LESSOR" and Roger M. Grubbs "LESSEE."

The current lease rental rate, to be paid quarterly, shall be \$122.00 per quarter, and reflects a 3% rate increase from the previous year. In addition, the lease rental rate shall be increased by 3% per year on July 1st each year during the 10-year lease extension timeframe.

The LESSOR and LESSEE do hereby agree that the Lease shall be extended for 10 years, incorporating a 3% per year lease rate increase for the term of the extension. The Lease shall terminate on November 18, 2023.

All the other provisions of the Airport Ground Lease Agreement shall remain in full force and effect

In witness of this Extension of Airport Ground Lease Agreement the parties have below signed.

CITY OF OROVILLE

ROGER M. GRUBBS

\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

\_\_\_\_\_  
Roger M. Grubbs

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Scott Huber, City Attorney

\_\_\_\_\_  
Randy Murphy, City Clerk

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: RANDY MURPHY, CITY ADMINISTRATOR  
RUTH WRIGHT, FINANCE DIRECTOR**

**RE: FUND BALANCE POLICY IN ACCORDANCE WITH GOVERNMENT  
ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54**

**DATE: DECEMBER 2, 2014**

**SUMMARY**

The Council may consider formally adopting the Fund Balance Policy which defines the fund balance categories in accordance with Government Accounting Standards Board (GASB) Statement No. 54.

**DISCUSSION**

Implementing this policy does not change the actual fund balance reported, and does not change the City's day-to-day accounting. This policy sets forth provisions for consistently identifying and classifying fund balances in accordance with Government Accounting Standards Board Statement 54. This policy also does not conflict with the recently approved City Reserve Policy.

Statement No. 54 is titled - Fund Balance Reporting and Governmental Fund Type Definitions, and became effective for periods beginning after June 15, 2010. Statement No. 54 was designed to improve financial reporting by establishing a fund balance classifications that are easier to understand and apply.

It appears the City has implemented these new classifications in accordance with Statement No. 54 but has not adopted a formal policy.

**FISCAL IMPACT**

There is no fiscal impact to the City.

**RECOMMENDATION**

Adopt Resolution No. 8304 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE FUND BALANCE POLICY.

CC-9

**ATTACHMENTS**

Resolution No. 8304  
Fund Balance Policy

**CITY OF OROVILLE  
RESOLUTION NO. 8304**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE FUND  
BALANCE POLICY**

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

1. The Council hereby adopts the Fund Balance Policy. 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 December 2, 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



**City of Oroville**  
**Fund Balance Policy**  
**Finance Department**  
**Effective Date: 12/2/14**  
**Last revision date: new**

---

**A. Purpose**

To outline the policies and procedures adopted by the City Council regarding provisions for identifying and classifying fund balances in accordance with Government Accounting Standards Board Statement No. 54.

**B. Policy Scope**

This policy is applicable to all government and proprietary funds of the City, dependent special districts and other agencies whose affairs and finances are under the supervision and control of the City Council.

**C. Policy**

Classifications of Fund Balances

- The Finance Department will develop and maintain procedures to classify Fund Balance according to the provisions set forth by the Government Accounting Standards Board.

## GASB 54 Classifications

Classification	Description	Example
<b>Nonspendable Fund Balance</b>	Not in spendable form; legally or contractually required to be maintained intact	Inventories or prepaid amounts
<b>Restricted Fund Balance</b>	Constrained for a specific purpose; changed only with consent of outside party; legally enforceable	Creditors, grant providers or contributors or by law. (External parties)
<b>Committed Fund Balance</b>	Established by City Council for specific purpose (by resolution)	Must be established before year end, changed only by Council. (example: Contingency reserves)
<b>Assigned Fund Balance</b>	Established by governing body or delegated official, less formal	Minutes, memos, purchase orders or budget documents (Department Head or delegated official decision level)
<b>Unassigned Fund Balance</b>	Residual fund balance after deducting the above classification	All amounts not contained in other classifications

## Funding flow assumptions

- This policy considers restricted amounts to be spent before unrestricted fund balance when an expenditure is incurred and appropriated for purposes for which both restricted and unrestricted (committed, assigned and unassigned) amounts are available. Similarly, within unrestricted fund balance, committed, assigned then unassigned amounts in that order will be spent when an expenditure is incurred for a purpose for which amounts in any of those unrestricted fund balance classifications could be used.

## Definitions

A **Nonspendable Fund Balance** includes amounts that are not in a spendable form or are legally or contractually required to be maintained intact (such as inventories or prepaid amounts).

A **Restricted Fund Balance** includes amounts that can be spent only for specific purposes stipulated by external parties (such as creditors, grant providers or contributors) or by law.

A **Committed Fund Balance** includes amounts that can be used only for the specific purpose determined by the City Council. Commitments may be changed or lifted only by the Council taking the same formal action that imposed the constraint originally. The formal action must occur prior to year end of the reporting period. The amount which will be subject to the constraint may be determined in the subsequent period.

An **Assigned Fund Balance** is comprised of amounts intended to be used by the government entity for specific purposes that are neither restricted nor committed. Intent can be expressed by the Council or by an official or body to which the Council delegates the authority. Assigned fund balance can be used to eliminate a projected budgetary deficit in the subsequent year's budget.

An **Unassigned Fund Balance** is the residual classification and includes all amounts not contained in the other classifications. Unassigned amounts are technically available for any purpose.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

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

**FROM: BILL LAGRONE, DIRECTOR OF PUBLIC SAFETY**

**RE: REVISIONS AND ADOPTION OF OROVILLE FIRE  
DEPARTMENT'S MANUAL POLICY NO. 1615 - APPARATUS  
STAFFING**

**DATE: DECEMBER 2, 2014**

**SUMMARY**

The Council may consider the revisions and adoption of the Oroville Fire Department's Manual Policy No. 1615 relating to Apparatus Staffing.

**DISCUSSION**

The Charter for the City requires the Fire Chief to make rules and regulations for the government of the Fire Department (Department), subject to the approval of the Council. The Department's Policy Manual was submitted to the Council on October 7, 2014 and subsequently approved with the exception of Policy 1615. Policy 1615 was excluded at the request of City Administration due to concerns that surround long standing issues.

The necessary changes have been made to Policy 1615. Please see the attached policy for additional details.

**FISCAL IMPACT**

None

**RECOMMENDATION**

Adopt Resolution No. 8305 - A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE REVISIONS TO THE OROVILLE FIRE DEPARTMENT'S POLICY NO. 1615 AND ADOPTING THE POLICY AS PART OF THE OFFICIAL OROVILLE FIRE DEPARTMENT POLICY MANUAL.

**ATTACHMENT**

Resolution No. 8305  
Revised Policy No. 1615

**CITY OF OROVILLE  
RESOLUTION NO. 8305**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE REVISIONS TO THE OROVILLE FIRE DEPARTMENT'S POLICY NO. 1615 AND ADOPTING THE POLICY AS PART OF 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 addition of Policy No. 1615 to the Oroville Fire Department Policy Manual.
2. The Council hereby adopts Policy No. 1615 as part of the Official Fire Department Policy Manual. A copy of the Policy No. 1615 has been attached as Exhibit A.
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 December 2, 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



**Purpose**

To ensure the appropriate apparatus is staffed with available personnel to ensure optimal coverage.

**Definitions**

For the purpose of this policy, identify positions, refer to personnel qualifications and not permanent ranks within the Department.

- Captain – Individuals holding the official rank of *Captain*
- Lieutenant □ Individuals holding the official rank of Lieutenant, as designated by the Fire Chief
- Engineers – Individuals holding the official rank of *Engineer* or individuals meeting the designated qualifications of *Acting Engineer*
- Firefighters – Full time *Firefighters* or full time OFD members qualified as Firefighters

**Procedure**

Fire Season Staffing

	Engine (1 <sup>st</sup> )	Engine (2 <sup>nd</sup> )	Engine (resv)	Truck
<b>Personnel</b>				
<b>3</b>	Capt/Eng/FF			
<b>4</b>	Capt/Eng	Lt/Eng		Cross-staffed with second engine
<b>5</b>	Capt/Eng/FF	Lt/Eng		Cross-staffed with second engine
<b>6</b>	Capt/Eng/FF	Lt/Eng/FF		Cross-staffed with second engine



Off Season Staffing

	<b>Engine (1<sup>st</sup>)</b>	<b>Engine (2<sup>nd</sup>)</b>	<b>Engine (resv)</b>	<b>Truck</b>
<b>Personnel</b>				
<b>3</b>	Capt/Eng/FF			
<b>4</b>	Capt/Eng	Cross-staffed with Truck		Lt/Eng
<b>5</b>	Capt/Eng/FF	Cross-staffed with Truck		Lt/Eng
<b>6</b>	Capt/Eng/FF	Cross-staffed with Truck		Lt/Eng/FF

**OROVILLE CITY COUNCIL  
STAFF REPORT**

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

**FROM: BILL LA GRONE, DIRECTOR OF PUBLIC SAFETY**

**RE: REVISIONS AND ADOPTION OF THE OROVILLE FIRE  
DEPARTMENT POLICY NO. 1655 – TRAINING BENCHMARKS  
AND POLICY NO. 1670 – LIEUTENANT CLASSIFICATION**

**DATE: DECEMBER 2, 2014**

**SUMMARY**

The Council may consider the revisions and adoption of the Oroville Fire Department Manual Policy No. 1655 – Training Benchmarks and Policy No. 1670 – Lieutenant Classification.

**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 was submitted for Council approval on October 7, 2014. The Council approved the Fire Manual. Policy 1655 has been amended to include the position of Fire Lieutenant.

To ensure uniform staffing of our emergency vehicles, it is recommended that each apparatus, after the first out Engine, is staffed with a Fire Lieutenant. The Fire Lieutenant will be responsible for the supervision and safety of the Fire Crew assigned to his/her apparatus, while out of the Station and not under the Supervision of the on Duty Captain. The Fire Lieutenant will assume the duties of the Fire Captain should the Captain be away from work for any reason. The Fire Lieutenant will serve at the discretion of the Public Safety Director.

In order to be a Fire Lieutenant, the individual must have all of the credentials outlined in Policy 1655. The position of Fire Lieutenant not only serves the Fire Departments interest, it also allows the City to provide valuable training opportunities for the future leaders of the Fire Department.

Essentially the City has the opportunity to “try before we buy” any new future leaders. This is no different then what currently exists at the City of Oroville Police Department. This change will bring consistency to the Public Safety Department, in respect to supervision.

CC-11

This change will affect the pay of the individuals selected to be Fire Lieutenants. Staff recommends a 5% out of class pay structure.

This is an issue that must be negotiated. The Director of Public Safety has met with the Oroville Fire Fighters' Association (OFFA) leadership and tentatively discussed this issue. The leadership of the OFFA believes this is a reasonable solution for all parties.

The chart below is the proposed staffing of apparatus for the Oroville Fire Department.

The Public Safety Department has responded to several out of County fires this year. The Oroville Fire Department has earned \$67,907 after expenditures of overtime to date. The Public Safety Department proposes to pay for the cost of the Fire Lieutenants with the money earned. The balance of the money earned on these fires will be applied to additional training and equipment that could not otherwise be afforded.

### **FISCAL IMPACT**

It is estimated that additional cost of this change will not exceed \$9,000 a year. Required budget adjustments will occur during quarterly budget review as needed.

### **RECOMMENDATION**

1. Adopt Resolution No. 8306 - A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE REVISIONS TO THE OROVILLE FIRE DEPARTMENT'S MANUAL POLICY NO. 1655 - TRAINING BENCHMARKS AND POLICY NO. 1670 - LIEUTENANT CLASSIFICATION AND ADOPTING THE POLICIES AS PART OF THE OFFICIAL OROVILLE FIRE DEPARTMENT POLICY MANUAL; *and*
2. Direct staff to negotiate necessary changes to Memorandum of Understanding between the City of Oroville and the Oroville Fire Fighters' Association regarding the Oroville Fire Department Manual Policy No. 1655 - Training Benchmarks and Policy No. 1670 - Lieutenant Classification.

### **ATTACHMENT**

Resolution No. 8306  
Policy No. 1655  
Policy No. 1670  
Email Correspondence from OFFA

**CITY OF OROVILLE  
RESOLUTION NO. 8306**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE REVISIONS TO THE OROVILLE FIRE DEPARTMENT'S MANUAL POLICY NO. 1655 – TRAINING BENCHMARKS AND POLICY NO. 1670 – LIEUTENANT CLASSIFICATION AND ADOPTING THE POLICIES AS PART OF 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 addition of Policy No. 1655 to the Oroville Fire Department Policy Manual.
2. The Council hereby approves the addition of Policy No. 1670 to the Oroville Fire Department Policy Manual.
3. The Council hereby adopts Policy No. 1655 as part of the Official Fire Department Policy Manual. A copy of the Policy No. 1655 has been attached as Exhibit A.
4. The Council hereby adopts Policy No. 1670 as part of the Official Fire Department Policy Manual. A copy of Policy No. 1670 has been attached as Exhibit B.
5. The City Clerk shall attest to the adoption of this resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on December 2, 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

<b>City of Oroville Fire Department</b>		<b>Policy #1655</b>
<b>POLICY &amp; PROCEDURES</b>		
<b>ADMINISTRATION</b>	<b>PAGE 1 of 3</b>	
<b>Training Benchmarks</b>	<b>REVISED DATE: 12/2014</b>	

## 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.



**POLICY & PROCEDURES**

**ADMINISTRATION**  
**Training Benchmarks**

**PAGE 2 of 3**  
**REVISED DATE: 12/2014**

<b>PFF</b>	<b>COURSE</b>
INITIAL	FIREFIGHTER I / CSFM
INITIAL	EMT
INITIAL	CPR
INITIAL	BLOOD BORNE 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

<b>FIREFIGHTER</b>	<b>COURSE</b>
INITIAL	OFD PROBATION CERTIFICATE
12 MONTH	CSFM FF II

<b>ENGINEER</b>	<b>COURSE</b>
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)

<b>LIEUTENANT</b>	<b>COURSE</b>
INITIAL	COMPLETION OF ENGINEER CURRICULUM
INITIAL	S-290 CERTIFICATE
INITIAL	KNOX BOX CERTIFICATE
INITIAL	EMERGENCY REPORTING CERTIFICATE
INITIAL	CFI TRAINER- DOCUMENTING THE SCENE
INITIAL	REPORTING WRITING CERTIFICATE
6 MONTH	COMPANY OFFICER CERTIFICATE



<b>CAPTAIN</b>	<b>COURSE</b>
INITIAL	COMPLETION OF ENGINEER CURRICULUM
INITIAL	S-290 CERTIFICATE
INITIAL	KNOX BOX CERTIFICATE
INITIAL	EMERGENCY REPORTING CERTIFICATE
INITIAL	CFI TRAINER- DOCUMENTING THE SCENE
INITIAL	REPORT WRITING CERTIFICATE
6 MONTH	COMPANY OFFICER CERTIFICATE

<b>City of Oroville Fire Department</b>		<b>Policy #1670</b>
<b>POLICY &amp; PROCEDURES</b>		
<b>Administrative</b>	<b>PAGE 1 of 2</b>	
<b>Lieutenant Classification</b>	<b>REVISED DATE: 12/2014</b>	

## **Purpose**

To identify the scope and utilization of the Fire Lieutenant position within the Oroville Fire Department.

## **Scope**

- The Fire Lieutenant position shall serve in the role of company officer of the second staff unit (i.e. “second out”).
- The Fire Lieutenant shall serve under the command of the Shift Captain during all other shift and routine operations.
- In the absence of a Shift Captain, the Lieutenant shall assume command of the shift.
- During emergency operations the Fire Lieutenant shall operate within the ICS system in regards to chain of command and command and control of incidents.

## **Qualifications**

- Certification requirements for the Fire Lieutenant classification shall be the same as for Fire Captain.
- Experience requirements for the Fire Lieutenant classification shall be a minimum of 3 years full time firefighting experience in a municipal firefighting environment, with at least one year as a Fire Engineer. Seasonal, part-time, or volunteer service will not be credited toward the requirements of this provision.
- Training benchmarks for Fire Lieutenants are defined in OFD policy #1655 *Training Benchmarks*.

<b>City of Oroville Fire Department</b>		<b>Policy #1670</b>
<b>POLICY &amp; PROCEDURES</b>		
<b>Administrative</b>	<b>PAGE 2 of 2</b>	
<b>Lieutenant Classification</b>	<b>REVISED DATE: 12/2014</b>	

## **Appointments**

- Lieutenant position appointments will be made at the discretion of the Public Safety Director after all interested members are identified.
- Selection shall occur after an oral interview with the Public Safety Director or his designee(s).
- Removal of a Lieutenant shall be at the sole discretion of the Public Safety Director. Such action shall not be considered disciplinary and shall not give rise to appeal under the Memorandum of Understanding, City ordinances, the Firefighters Procedural Bill of Rights (FBOR), or any applicable state or federal law.

## **Staffing Backfill**

- In cases where a Lieutenant is required to assume command of the shift, a qualified Fire Engineer will act as the company officer for the second unit (i.e. "second-out").
- Fire Engineers will not receive out-of-class compensation for this assignment.
- Minimum qualification for Engineers to operate as company officers under this provision include:
  - 1) Command 1-A
  - 2) Command 1-B
  - 3) Command 1-C
  - 4) ICS 300
- Interpretations, alterations, and/ or exception to these parameters shall remain at the sole discretion of the Public Safety Director in order to ensure the proper operation and staffing of the Department.
- In cases where there is not a qualified Fire Engineer for the second out unit, the second-out unit may be browned out.

**From:** skippergeorge@gmail.com  
**Sent:** Monday, November 24, 2014 11:32 AM  
**To:** Bill Lagrone  
**Cc:** <msalvo@mastagni.com>  
**Subject:** Re: OFFA

Chief i just wanted to let you know the union is in support of your proposal. Bud told me that you spoke with him this morning and shared what bud and I spoke about.

Thanks,  
Skip George

Sent from my iPhone

On Nov 21, 2014, at 2:25 PM, Bill Lagrone <[blagrone@oropd.org](mailto:blagrone@oropd.org)> wrote:

Good Afternoon Skip and Mark

I have attached a potential staff report regarding the Lieutenants. I would like your feedback as soon as possible. I want to strike while this iron is hot if possible. I plan on taking this to the council on December 2, 2014. Please let me know if you agree and that I am free to say that to the council. Thanks for the help and input

Bill LaGrone  
Oroville Police/Fire

<Lieutenant Position Proposal.doc>

<Training Benchmarks 1655\_REVISION.docx>

<Fire policy stafff report.doc>

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS;**

**FROM: RANDY MURPHY, CITY ADMINISTRATOR;  
RUTH WRIGHT, FINANCE DIRECTOR;  
GLENN LAZOF, FINANCE PROJECT MANAGER**

**RE: RECOMMENDED REVISION TO CITY RESERVE POLICY, INCREASING  
THE FEE WAIVER RESERVE**

**DATE: DECEMBER 2, 2014**

**SUMMARY**

The Council may consider adopting the proposed Reserve Policy, increasing the Fee Waiver Reserve.

**DISCUSSION**

Council approved the City Reserve Policy August 19, 2014. The Policy is reflected in the City Budget Fiscal Year 2015 Budget approved by Council November 4, 2014. At that time, staff believed that a fee waiver reserve equal to one tenth of 1% of projected General Fund expenditures, (\$13,000) would be sufficient. The actual rate of granted fee waivers through the November 18 meeting indicates that the amount of the Reserve does not accurately reflect the Council's fiscal priorities.

The Fee Waiver Reserve is an assigned reserve within projected overall General Fund balance. Staff is recommending that the amount of this Reserve be increased to three tenths of 1% of projected General Fund expenditures (\$39,000). As of November 18, the Council had granted fee waivers equivalent to 117% of the Reserve with 61% of the fiscal year remaining. If the recommended increase was in place November 18, granted waivers would be equivalent to 39% of the Reserve granted with 61% of the year remaining.

**FISCAL IMPACT**

Per the City reserve policy, 70% of fund balance flowing to the undesignated reserve balance is utilized to rebuild the Capital Asset Reserve (for replacement of Capital Assets), Therefore the primary impact of increasing the Fee Waiver Reserve by \$26,000 is to reduce the Capital Replacement Reserve by approximately \$18,000 and projected undesignated reserves by only \$8,000.

## **RECOMMENDATION**

Adopt Resolution No. 8307 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE RECOMMENDED REVISION TO CITY RESERVE POLICY, INCREASING THE FEE WAIVER RESERVE.

## **ATTACHMENTS**

Resolution No. 8307  
Proposed Revised Reserve Policy

**CITY OF OROVILLE  
RESOLUTION NO. 8307**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE RECOMMENDED REVISION TO CITY RESERVE POLICY, INCREASING THE FEE WAIVER RESERVE**

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

1. The Council hereby adopts the Revisions to the City Reserve Policy, increasing the Fee Waiver Reserve. 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 December 2, 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

## Reserve Policies and Practices

The City of Oroville reserve policies are subject to California State law, the Oroville City charter, generally accepted accounting principles (GAAP), and City Council adopted ordinances and resolutions. The City's resources and appropriations policies are extensions of the laws established by the State of California through the City Council and follow GAAP for local governments and budgeting practices.

## Assigned Fund Balance Reserves<sup>1</sup>

### Risk Management

The City of Oroville participates in a City Risk Management Insurance Pool, the Northern California Cities Insurance Fund. The City participates in the Northern California Cities Self Insurance Fund, a Joint Powers Authority, to provide processing of claims, pooling of claims exposure and excess insurance coverage, one for general liability coverage and one for workers' compensation coverage. The JPA relies on estimates prepared by professional actuaries to set aside funds adequate to meet potential losses.

**General Liability:** The City's insurance pool has banking and excess coverage such that our all covered losses have full coverage as long premium payments continue.

**Workers Compensation:** The City's insurance pool has banking and excess coverage such that all covered losses are fully covered as long premium payments continue. However the City is 100% self insured for all claims prior to 1990.

The Assigned fund balance objective is set as follows:

*General Liability:* A minimum of 25% of the prior annual premium in reserve.

*Workers Compensation:* A minimum of 25% of prior year premium / claims expense in reserve, plus three years historical (actual or projected basis as available) Pre 1990 claim expense.

## Pension, Post-employment Benefits, Accrued Leaves

**Pensions:** The City provides pension and medical benefits for its public safety and non-safety employees through contracts with CalPERS. The City opted to utilize a Pension Obligation Bond to fulfill a previously unfunded retirement liability, therefore there is no unfunded City Liability for which reserves need to be dedicated. Ongoing bond payments are reflected in each departments Salary and Benefits expenditures, as are

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<sup>1</sup> Assigned Fund Balance: Amounts constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance. Intent should be expressed by the City Council or a body (a budget or finance committee, for example) or official to which the governing body has delegated the authority to assign amounts to be used for specific purposes.

the ongoing employer PERS costs for current employees.

The City has liabilities based on employees leave accruals. These include vacation leave, and the conversion of sick leave to Medical and Other Insurance Premiums upon retirement.

The Accrued Leave Reserve Funds will be set aside annually as follows:

20 % of accrued leave that is compensated upon termination or retirement, including sick time which can be converted to health insurance and other premiums, as of the second payroll of April the previous year.

### *General Fund Contingency Account*

This shall be funded at 2.5% of General Fund expenditures at the beginning of each fiscal year. This fund will function as a fund for unanticipated expenditures. The City Council must approve all transfers out of this account.

### **Additional Reserves and Program Support**

The City will maintain these minimum reserves unless the Council acts to override during time of extraordinary fiscal distress. These funds will receive a distribution of available fund balance, up to their maximum. Until that maximum is reached, the following is the suggested distribution of available fund balance:

Capital Asset Replacement Reserve	70%
Economic Community Enhancement	10%
Fee Waivers	10%
Community Promotion	10%

### *General Fund Capital Asset Replacement Reserve*

This goal of this fund is to set aside annual amounts as needed to cover replacement of existing Capital Assets.<sup>2</sup> The reserve will be used to pay for replacement of covered assets. Departments will contribute to this fund based on the fixed assets they are responsible for. Assets purchased through lease or debt financing will not be reflected in the fund, unless the lease term is shorter than expected life of the equipment. Hardware and software assets are included at the fixed asset threshold. The maximum funding will be based on what is required to meet the replacement schedule.

### *Economic Community Enhancement*

The objective of the Economic Community Enhancement fund is to support City Council

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<sup>2</sup> The amount needed will be determined after the completion of the physical inventory and completion of the schedule of fixed assets.

approved activities up to 0.75% of General Fund expenditures.<sup>3</sup> This reserve is allocated at the discretion of council to assist new development or the expansion of existing businesses. It may also be used to market the economic advantages of doing business in Oroville, including contracts and grants to agencies that perform that function.

### *Fee Waivers*

This fund may be dispensed by the City Council for Fee Waivers, the maximum amount in this fund will 0.3% of annual general fund operating expenditures. The Fee Waiver Reserve will be debited as the Council approves each fee waiver.

### *Community Promotion*

This fund may be appropriated by the City Council for Community Promotion activities, generally recreational and cultural events which promote the diverse opportunities offered by the Oroville lifestyle. The maximum amount in this fund will be 0.4% of annual General Fund operating expenditures.

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<sup>3</sup> Expenditures for this purpose exclude one-time costs.

**CITY OF OROVILLE  
STAFF REPORT**

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

**FROM: BILL LA GRONE, DIRECTOR OF PUBLIC SAFETY**

**RE: COST RECOVERY FOR EMERGENCY MEDICAL RESPONSE**

**DATE: DECEMBER 2, 2014**

**SUMMARY**

The Council may consider providing direction to staff regarding the drafting of an ordinance regarding excessive or abusive use of the Emergency Medical System.

**DISCUSSION**

Due to a fiscal imbalance that existed with the City's budget it was necessary to reduce the Fire Department budget by over 19% in fiscal year 2013/2014. The annual budget for the Oroville Fire Department in fiscal year 2013/2014 was \$1,865,505. This budget accounts for both operational budgeting and personnel budgets.

During calendar year 2013, the Oroville Fire Department was dispatched to 3,353 calls for service. A simplistic approach to determining the cost of these calls would be the division of the entire budget by the number of total calls for service each year. It is understood that each call is different and varies in duration and effort. Using this very simplistic approach the average cost each time an engine or truck is dispatched is approximately \$556.37.

Of the 3,353 calls for service 2,458 calls were request for medical aid. These calls represent 73% of the calls last calendar year, 73% of the Oroville Fire Department's budget is \$1,421,786 and was expended on these types of calls.

Medical aid calls can be broken down into categories. These categories include Advance Life Support (ALS) and Basic Life Support (BLS). Butte County EMS is the only ALS provider in Butte County. All of the Fire Departments in Butte County are designated as BLS providers.

Advanced Life Support is defined as a level of care provided by pre-hospital emergency medical services. Advanced life support consists of invasive life-saving procedures including the placement of advanced airway adjuncts, intravenous infusions, manual defibrillation, electrocardiogram interpretation, and other invasive procedures as well as the introduction of medications at the direction of a doctor into the patient.

Basic Life Support (BLS) is a level of medical care provided by pre-hospital emergency medical services. Basic life support consists of essential non-invasive life-saving procedures including CPR, bleeding control, splinting broken bones, artificial ventilation, and basic airway management.

The vast majority of the calls for service that the Oroville Fire Department responds to are BLS types of calls. The Oroville Fire Department is usually the first to arrive on scene, usually arriving within three to five minutes of the dispatch. Once on scene Fire Fighters who are all trained as Emergency Medical Technicians (EMT) will begin their assessment for the patient. This assessment includes listening to the patient's complaint, collecting vitals such as heart rate, respirations, level of consciousness and orientation, and examining and assessing any visible physical injury. This initial assessment can take several minutes or be done instantly depending on the patients need for immediate medical intervention.

Once the initial assessment is complete, basic life support procedures will begin, EMT's (Fire Personnel) will care for the patient until an Ambulance Paramedic arrives and assumes the care of the patient. This service is at no cost to the patient and is currently being absorbed by the community.

Fire prevention and protection is funded through taxing of Community members via sales taxes, property taxes and personal income taxes. The purpose of these dollars is the prevention of the spread of fire and the protection of individual's assets during a fire. More simply stated if your neighbor's house is on fire the likelihood of your house lighting on fire is great if no fire protection or intervention occurs. This common interest is the primary purpose for taxing for fire protection.

Over the course of time, the Fire Service has added value to their service by responding to medical aids.

The Fire Service recognized they were often times closer to an incident and could arrive sooner to provide early intervention in medical situations. Currently in Butte County, an Exclusive Operating Agreement (EOA) exists between Butte EMS and SSV. The EOA as defined arrival times for ambulances to emergency scenes. The matrix below is the required response times:

Priority Level	Compliance	High Call Density	Low Call Density
Priority 1	90%	10:00 Minutes	30:00 Minutes
Priority 2	90%	15:00 Minutes	45:00 Minutes
Priority 3	90%	30:00 Minutes	60:00 Minutes
Priority 4	90%	+/- 15 minutes	

These response times are outside of what the Fire Service can and does deliver to the community. The average response time for a Fire Engine to arrive on scene is between four and five minutes. Having personnel on scene as rapidly as possible saves lives. The community caretaker standards that the City of Oroville and the Oroville Fire Department strive to maintain requires the most rapid response possible to all medical emergencies. It is nearly impossible to determine if a 911 call for service is a real or perceived medical emergency. It would not be in the best interest of the City or the community to place the determining factors of response upon a Dispatcher. Often times calls are misreported, what will happen is someone will report something that seems non-emergency; however when the Fire Department arrives on scene a much more significant medical issue is evolving. It is necessary to have personnel on scene to assess each situation.

The Fire Service did a great service for the community by providing this service. Unfortunately one essential component was missed while adding this service. That component was the funding mechanism.

The taxes that are currently collected are to support Fire prevention and Fire Protection, and do not adequately support medical aid calls for service. As previously reported in this document the majority of the Fire Departments calls for service are medical related, which results in a vast majority of our annual budget being expended on these types of calls for service.

To help stop this trend of depleting the citizens of Oroville's Fire Department's budget it is necessary to examine a potential cost recovery fee for these services. It would be necessary to have a professionally conducted study performed to establish what a reasonable fee for our service is. It would be necessary to solicit bids for the billing and collection of these fees if the Council were to authorize the implementation of this cost recovery fee. This reasonable fee would be passed on to insurers of sick or injured individuals.

**Currently we are not an ALS Transporting Agency:**

Sierra Sacramento Valley EMS (SSV), which is our regulating EMS authority, was contacted regarding this issue. Per their Director, Medicare does not and will not issue an ID number to non-transporting BLS agencies. Without an ID number, not only are we not allowed by law to bill Medicare patients for EMS, but we are not allowed to collect from private insurance members either.

To participate in the reimbursement program authorized by State Plan Amendment (SPA) 09-024, each publicly owned or operated Ground Emergency Medical Transportation (GEMT) provider must submit the Centers for Medicare and Medicaid (CMS) approved cost report to the California Department of Health Care Services (Department) no later than five (5) months after the last day of the California state fiscal year (July 1 through June 30). Each GEMT provider shall maintain fiscal and statistical records for the service period covered by the Cost Report. All records must be accurate and sufficiently detailed to substantiate the cost report data.

GEMT Services means both the act of transporting an individual from any point of origin to the nearest medical facility capable of meeting the emergency medical needs of the patient, as well as the advanced, limited-advanced and basic life support services provided to an individual by GEMT providers before or during the act of transportation. Additionally, GEMT services include dry runs as defined in SPA 090-024 Paragraph A.5.

Per SSV, the reason most fire agencies can bill for BLS costs is because they are also the ALS transporting agency so the billing has continuity of flow done from patient contact to the hospital. All of the reference agencies supplied have ALS ambulances.

In years past Butte County had a FIRE/ALS committee that met regularly with one of its goals being to find a solution to EMS billing for fire departments. It was made up of all the fire agencies within the county as well as hospitals and EMS companies. This committee is all but de-commissioned at this time due to the fact that the billing issue was not able to be worked out. If this committee reorganizes and begins to meet again a Battalion Chief will be assigned to attend these meetings.

#### **OPTIONS:**

As a department there are other options to investigate:

#### **Community Paramedicine:**

This is a growing trend in the United States and has been discussed in Butte County in the past. Although it would not generate funds for OFD, it could decrease costs by reducing calls. This is not something we could begin ourselves, however we should be involved as a stakeholder if this does re-emerge in the County. This would be something previously mentioned Fire/ALS Committee would be working on if re-started.

### **ALS Ambulance Service:**

This is an option that could be considered. There are many ALS fire departments throughout the country. Scene-to-hospital billing would be easily accomplished within this scenario, and would be legal. There would be *considerable* upfront costs. These cost include the training of each Fire Fighter to the level of a Paramedic. The cost to train each Fire Fighter for the training alone is \$8,500 each. It would also be necessary to purchase additional equipment for each engine and ground ambulance, these cost could easily reach \$500,000. It would also be necessary to await the expiration of the Exclusive Operating Agreement and then competitively bid to provide this type of service. This is a very large project and would take years to accomplish.

### **EMS Billing Ordinances:**

According to SSV, there are few BLS non-transporting fire departments that do bill for EMS calls. This is possible because they have passed ordinances in their communities to charge for billing. Staff has been unable to find an example of this type of ordinance in California.

It is recommended that an ordinance be crafted that allows for billing of individuals that are abusing the system. An example of this abuse would be commercial facilities that use our emergency personnel for additional labor. It is recommended that the authority to bill be left with a Company Officer on scene or the Fire Chief. Each situation is different and needs to be asset on its own set of circumstance. It is not recommended that any ordinance be a blanket type ordinance that requires a bill be sent each time.

### **FISCAL IMPACT**

Any costs recovered in excess of the administrative costs of the fees are a net benefit to the General Fund.

### **RECOMMENDATIONS**

1. Provide direction to staff relating to the proposed Cost recovery Ordinance; *and*.
2. Direct staff to continue to monitor for any potential cost recovery protocols; *and*
3. Direct staff to continue to participate in the Butte County Fire ALS Committee.

## **ATTACHMENTS**

### **Ground Emergency Medical Transportation**

*Due to the size of this document, a full copy of the Butte County Exclusive Operating Agreement is available by request through the City Clerk's Office, Monday – Friday, 8:00 a.m. – 5:00 p.m.*

## GROUND EMERGENCY MEDICAL TRANSPORTATION SERVICES COST REPORT GENERAL INSTRUCTIONS FOR COMPLETING COST REPORT FORMS

### A) GENERAL

To participate in the reimbursement program authorized by State Plan Amendment (SPA) 09-024, each publicly owned or operated Ground Emergency Medical Transportation (GEMT) provider must submit the Centers for Medicare and Medicaid (CMS) approved cost report to the California Department of Health Care Services (Department) no later than five (5) months after the last day of the California state fiscal year (July 1 through June 30).

Each GEMT provider shall maintain fiscal and statistical records for the service period covered by the Cost Report. All records must be accurate and sufficiently detailed to substantiate the cost report data. The records must be maintained until the later of a) the cost report is finalized and settled or b) a period of three years following the submission of the CMS approved cost report.

### DEFINITIONS

**GEMT Transport** means Ground Emergency Medical Transportation Services as defined in the State Plan Amendment (SPA) 09-024 Paragraph A.7, provided by eligible GEMT providers to individuals, including dry runs as defined in SPA 09-024 Paragraph A.5.

**Medical Transportation Service (MTS)** means transportation to secure medical examinations and treatment for an individual. This umbrella term encompasses both GEMT transports and non-emergency transports that have met the requirements as listed under Item 24(a) of Limitations on Attachment 3.1-A and Item 23(a) of Limitations on Attachment 3.1-B.

**Shift** means a standard period of time assigned for a complete cycle of work, as set by each eligible GEMT provider. The number of hours in a shift may vary by GEMT provider, but will be consistent to each GEMT provider.

**Dry Run** means ground emergency medical transportation services (basic, limited-advanced, and advanced life support services as defined in SPA 09-024 Paragraph A.7) provided by an eligible GEMT provider to an individual who is released on the scene without transportation by ambulance to a medical facility.

**GEMT Services** means both the act of transporting an individual from any point of origin to the nearest medical facility capable of meeting the emergency medical needs of the patient, as well as the advanced, limited-advanced and basic life support services provided to an individual by GEMT providers before or during the act of transportation. Additionally, GEMT services include dry runs as defined in SPA 09-024 Paragraph A.5.

**Service Period** means July 1 through June 30 of each California state fiscal year.

**Eligible GEMT Provider** means a provider who is eligible to receive supplemental payments under this Supplement because it meets the following requirements continuously during the claiming period:

- a. Provides GEMT services to Medi-Cal beneficiaries.
- b. It is a provider that is enrolled as a Medi-Cal provider for the period being claimed.
- c. Is owned or operated by an eligible governmental entity, to include the state, a city, county, city and county, fire protection district organized pursuant to Part 2.7 (commencing with Section 13800) of Division 12 of the Health and Safety Code, special district organized pursuant to Chapter 1 (commencing with Section 58000) of Division 1 of Title 6 of the Government Code, community services district organized pursuant to Part 1 (commencing with Section 61000) of Division 3 of Title 6 of the Government Code, health care district organized pursuant to Chapter 1 (commencing with

Section 32000) of Division 23 of the Health and Safety Code, or a federally recognized Indian tribe as these laws are in effect on January 30, 2010.

## B) REPORTING REQUIREMENTS

All costs reported shall be in accordance with the following:

- 1) SPA 09-024, supplemental reimbursement under this program is available only for allowable costs incurred for providing GEMT services to eligible Medi-Cal beneficiaries that are in excess of the payments the eligible GEMT provider receives per transport from any source of reimbursement.

- a) The allowable costs must be determined in accordance with the methodology specified under SPA 09-024.
- b) Copy of SPA 09-024 can be found online at <http://www.dhcs.ca.gov/formsandpubs/laws/Pages/RecentAmendments.aspx> under year 2009.

- 2) Medicare cost reimbursement principles in 42 Code of Federal Regulations (CFR), Part 413 and Section 1861 of the Federal Social Security Act (42 USC, Section 1395x).

42 CFR and the governing statute in the Federal Social Security Act outlines the manner in which allowable costs are considered reasonable, necessary, and related to beneficiary health care.

- 3) These cost principles are reiterated in the Centers for Medicare and Medicaid Services, Provider Reimbursement Manual 15-1 (CMS Pub. 15-1).

This manual is online at <http://www.cms.hhs.gov/manuals> (CMS website). Upon entering the site, select Publication 15-1 and the relevant cost reimbursement chapters will be displayed. Within each chapter, the section numbers may appear out of sequence. Select the file containing the reference "TOC" to display the table of contents of the relevant sections within the chapter.

- 4) All items of data and costs reported are subject to review by the Department pursuant to Welfare & Institutions Code, Section 14105.94.

The text of this section is online at <http://leginfo.legislature.ca.gov> under the tab entitled "California Law." Such audits will be conducted to determine the extent that reported costs complies with the cost principles outlined in CMS Pub. 15-1. Reported costs that do not comply with these provisions will be adjusted accordingly.

- 5) Allowable costs are those that are generally considered eligible for federal reimbursement based on the cost principles established in OMB Circular A-87. A cost is unallowable for federal reimbursement based on established federal cost principles. For a complete listing of federal allowable and unallowable costs, please refer to: OMB Circular A-87 – [http://www.whitehouse.gov/omb/circulars\\_a087\\_2004/](http://www.whitehouse.gov/omb/circulars_a087_2004/).
- 6) Allowable costs are those that are in compliance with CMS non-institutional reimbursement policy. See SPA 09-024.

## C) LAWS AND REGULATIONS AT A GLANCE

Federal and State Regulations – GEMT Cost Reporting Requirements:

- Welfare & Institutions Code Section 14105.94 – Department authority to administer and audit program.
- California Code of Regulations (CCR), Title 22 Division 3, Chapter 5, Section 54413 – Maintain financial records on accrual basis.
- CCR, Title 22 Division 3, Chapter 5, Section 54447 – Sanctions applied if the Cost Report is not received and report has not filed.

- 42 CFR, Part 413 – Principles of reasonable cost.
- Office of Management and Budget (OMB) Circular A-87 – General Principles for Determining Allowable Costs.

**D) ADDITIONAL CRITERIA FOR COST REPORTING**

- 1) Only costs for services provided to Medi-Cal beneficiaries on or after January 30, 2010, are eligible for supplemental reimbursement.
- 2) Only Medi-Cal Fee-For-Service GEMT services provided by eligible GEMT providers are eligible for supplemental reimbursement under this Supplement.
- 3) For services rendered to patients who are under the Medi-Cal Managed Care plan or have coverage under both Medicare and Medi-Cal programs ("dually eligible patients") are not eligible for reimbursement under this Supplement.
- 4) Administrative costs incurred for reimbursing the Department's administration costs must be excluded from this cost report.

**E) COST REPORT SECTIONS AT A GLANCE**

General Information and Certification	Certifies the GEMT Claim Packet
Schedule 1	Schedule of Total Expense
Schedule 2	Medical Transportation Services (MTS) Expense
Schedule 3	Non-Medical Transportation Services Expense
Schedule 4	Allocation of Capital Related and Salaries & Benefits
Schedule 5	Allocation of Administrative and General
Schedule 6	Reclassifications
Schedule 7	Adjustments
Schedule 8	Revenues
Schedule 9	Final Settlement
Schedule 10	Notes

**GENERAL INFORMATION AND CERTIFICATION**

Complete items 1-26. The individual signing the certification statement must be an Officer or Administrator. The Cost Report must be legibly completed and the original signed in **blue ink**. Cost reports received that are not clear, legible, or have been altered, or are incomplete, and/or not signed will be rejected and returned with instructions noting the deficiencies in need of correction. Cost reports that are not accepted by the required filing deadline due to improper completion shall be rejected and the Department may subject the providers to the sanction provisions noted under "Filing Deadline."

**SCHEDULE 1 – TOTAL EXPENSE**

This worksheet should reflect all costs incurred by the GEMT provider. No input necessary on this Schedule. All numbers will flow from other Schedules.

**SCHEDULE 2 – MEDICAL TRANSPORTATION SERVICES (MTS) EXPENSE**

Enter total unallocated direct expenses incurred from providing 100% MTS during each shift. Do not enter expenses for multiple activities (i.e. "shared" services) as 100% MTS. These expenses must be allocated on Schedule 4. For example, for staff that responds to both MTS transports and NON-MTS transports activities (i.e. firefighters) salary and fringe benefit expenses for that staff must be reported in Schedule 4 as allocated costs.

- Column 1: Enter all costs that are 100% associated with MTS. Any costs that are not 100% MTS or considered a "shared" cost will be input on other Schedules.
- Column 2: No input necessary. Information will flow from other Schedule.
- Column 3: Enter all "Reclassification of Expenses" reflected on Schedule 6 that pertain to 100% MTS costs.
- Column 4: Enter all "Adjustments to Expenses" reflected on Schedule 7 that pertain to 100% MTS costs.
- Column 5: No input necessary. Information will auto-calculate.

**SCHEDULE 3 – NON-MEDICAL TRANSPORTATION SERVICES (NON-MTS) EXPENSE**

Enter total expenses applicable to 100% Non-Medical Transportation services.

- Column 1: Enter all costs that are 100% associated with NON-MTS.
- Column 2: No input necessary. Information will flow from other Schedule.
- Column 3: Enter all "Reclassification of Expenses" reflected on Schedule 6 that pertain to 100% NON-MTS costs.
- Column 4: Enter all "Adjustments to Expenses" reflected on Schedule 7 that pertain to 100% NON-MTS costs.
- Column 5: No input necessary. Information will auto-calculate.

**SCHEDULE 4 – ALLOCATION OF CAPITAL RELATED AND SALARIES & BENEFITS**

Enter total shared expenses that will be apportioned between MTS and NON-MTS services.

- Column 1: Enter all Capital Related and Salaries and Benefit costs that are not directly assigned to MTS and NON-MTS services.
- Column 2: Enter all "Reclassification of Expenses" reflected on Schedule 6 that pertain to shared costs identified in Column 1.
- Column 3: Enter all "Adjustments to Expenses" reflected on Schedule 7 that pertain to shared costs identified in Column 1.
- Columns 4 thru 6:  
No input necessary. Information will auto-calculate.

At the bottom on Schedule 4, identify in the yellow highlighted boxes, the appropriate statistic (square footage or hours spent) that pertain to MTS services and NON-MTS services.

**SCHEDULE 5 – ALLOCATION OF ADMINISTRATIVE AND GENERAL**

Enter total shared expenses for Administrative and General.

- Column 1: Enter all Administrative and General (A&G) costs that are not directly assigned to MTS and NON-MTS services.
- Column 2: Enter all "Reclassification of Expenses" reflected on Schedule 6 that pertain to A&G costs that have not been directly assigned to MTS and NON-MTS.
- Column 3: Enter all "Adjustments to Expenses" reflected on Schedule 7 that pertain to A&G costs that have not been directly assigned to MTS and NON-MTS.
- Columns 4 thru 6:  
No input necessary. Information will auto-calculate.

**SCHEDULE 6 – RECLASSIFICATIONS**

A reclassification of expense is an entry that transfers costs from one cost center and/or schedule to another. Reclassification will be necessary when an expense has been improperly classified.

Explanation must be included for each reclassification in the column labeled "Explanation of Entry."

**SCHEDULE 7 – ADJUSTMENTS**

An adjustment is an entry to adjust expenses. For example, the cost of fundraising activities is not a reimbursable expense under the CMS Pub. 15-1 and OMB Circular A-87. Therefore, remove any costs associated with fundraising, which are included in your general ledger expenses, through an adjustment in Schedule 7.

**SCHEDULE 8 – REVENUES**

Report revenues for MTS and NON-MTS by type.

Column 1: Report all Revenue (i.e. Grants, Payments) received and list the funding source.

Column 2: Enter revenue amount if it's MTS specific.

Column 3: Enter revenue amount if it's NON-MTS specific.

Column 4: No input necessary. Information will auto calculate.

**SCHEDULE 9 – FINAL SETTLEMENT**

- Row 1: No input necessary; Cost of MTS will populate from Schedule 2.
- Row 2: Indicate if the Indirect Cost Factor was based on MTS. Use the drop down box.
- Row 3: If the answer for Row 2 above was NO, enter the base costs for calculating the Indirect Cost.
- Row 4: Enter the Indirect Cost Factor. In most cases, when an Indirect Cost Factor is being applied, there should be no A&G cost allocated.
- Row 5: No input necessary; A&G Allocation will populate from Schedule 5 (A).
- Row 6: No input necessary; A&G totals to be included will populate.
- Row 7: No input necessary; Grand Total of MTS Expense will populate.
- Row 8: Enter the total number of MTS for the reporting period.
- Row 9: No input necessary; an average cost per medical transport will be determined by dividing Grand Total of MTS Expense to the Total Number of medical transports.
- Row 10: Enter the total number of Medi-Cal ground emergency medical transports.
- Row 11: No input necessary; Total costs of Medi-Cal ground emergency medical transports will populate.
- Row 12: Enter the total Medi-Cal Fee-For-Service ground emergency medical transport payments plus other third party payments received for those transports reported in Row 10. Note: The amount should be a negative value.
- Row 13: No input necessary; Net cost of services for the corresponding quarter will populate.
- Row 14: No input necessary; Federal Financial Participation reduction will populate for the corresponding quarter.
- Row 15: No input necessary; Net amount due to the provider will populate based on the FMAP rate. Note: ARRA increase will not reflect in this total.
- Row 16: No input necessary; ARRA increase for the corresponding quarter (if applicable) will populate.
- Row 17: No input necessary; Net amount due to the provider will populate.

**SCHEDULE 10 – NOTES**

Identify the statistical basis for allocation on Schedules 4 and 5.

**F) FILING DEADLINE**

Cost reports are due no later than five (5) months after the last day of the State Fiscal Year. A request for an extension shall only be approved when a GEMT provider's operations are significantly and/or adversely affected due to extraordinary circumstances, which the provider has no control, such as, flood or fire. The written request must include a detailed explanation of the circumstances supporting the need for additional time and be postmarked within the five (5) months after the last day of the applicable State Fiscal Year. Filing extensions may be granted by the Department for good cause, but such extensions are made at the discretion of the Department.

Electronic Submission of Annual Cost Reports – email the electronic file to [GEMTSubmissions@dhcs.ca.gov](mailto:GEMTSubmissions@dhcs.ca.gov).

An approved Provider Participation Agreement must be on file with DHCS in order to file Annual Cost Reports electronically. If you do not have an approved Provider Participation Agreement on file with DHCS, please visit our website at:

<http://www.dhcs.ca.gov/provgovpart/Pages/GEMT.aspx>

Once the Cost Report has been reviewed and accepted the provider must email an electronic copy of the accepted cost report along with the supporting documentation. The provider must maintain a copy of the signed and electronic version of the cost report as well as the supporting documentation.

Original

**Emergency Medical Services  
Ambulance Transport Provider  
Agreement**

**Sierra-Sacramento Valley EMS Agency  
and  
Butte County EMS, LLC**

**July 2013**

EMS Ambulance Transport Provider Agreement

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**DEFINITIONS AND ACRONYMS**

The following definitions and acronyms are contained in this Agreement:

<b>Affiliated Organizations</b>	Affiliated Organizations shall mean the entities to which Contractor has subcontracted obligations under this Agreement which are First Responder Emergency Medical Services, Inc. and Enloe Medical Center
<b>Agency</b>	Sierra-Sacramento Valley EMS Agency
<b>Agency Director</b>	The director of the S-SV EMS Agency
<b>Agency Medical Director</b>	The physician in the position of Medical Director for Sierra-Sacramento Valley EMS Agency
<b>Agency Policies</b>	Policies, procedures and protocols issued by Sierra-Sacramento Valley EMS Agency that are contained in the policy manual, which may be revised from time to time
<b>Agency Website</b>	<a href="http://www.ssvems.com">www.ssvems.com</a>
<b>Ambulance</b>	As defined pursuant to Title 13 of the California Code of Regulations, section 1100.2. A vehicle specially constructed, modified or equipped, and used for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated persons, and compliant with state requirements
<b>Ambulance Strike Team(s)</b>	Reference description in EMSA guideline #215
<b>Alpha Call</b>	A 911 call designated by Contractor's Dispatch Center as an Alpha Call based on use of the Medical Priority Dispatch System
<b>ALS</b>	Advanced Life Support - paramedic level of service as defined in California Health and Safety Code, Division 2.5, § 1797.52
<b>ALS Non-Emergency</b>	Includes all non-emergency requests for ambulance transportation at an ALS level. This includes all inter-facility transport requests
<b>Arrival at Incident</b>	The moment the Ambulance is fully stopped at the Incident Location and Field Personnel notifies the Dispatch Center of the arrival or AVL shows arrival
<b>AVL</b>	Automatic Vehicle Locator
<b>Base Hospital</b>	As defined in California Health and Safety Code, Division 2.5, §1797.58.
<b>BLS</b>	Basic Life Support - EMT level of service, as defined in California Health and Safety Code, Division 2.5, §1797.60

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<b>Board</b>	Agency JPA Governing Board of Directors
<b>Bravo Call</b>	A 911 call designated by Contractor's Dispatch Center as a Bravo Call based on use of the Medical Priority Dispatch System
<b>CAD</b>	Computer Aided Dispatch
<b>CCT</b>	Critical Care Transport – Ambulances staffed with a Registered Nurse or higher level of medical provider
<b>Charlie Call</b>	A 911 call designated by Agency Dispatch Center as a Charlie Call based on use of the Medical Priority Dispatch System
<b>Continuing Education (CE)</b>	As defined in the California Code of Regulations, Title 22, Chapter 11
<b>Contractor</b>	Butte County Emergency Medical Services, LLC
<b>Contractor Dispatch Center</b>	The medical dispatch center designated to dispatch Contractor's Ambulances, pursuant to this Agreement
<b>Data Collection System</b>	The software and hardware used to collect, store and report on information from the provision of Services, which includes the Patient Care Reports
<b>Delta Call</b>	A 911 call designated by Contractor's Dispatch Center as a Delta Call based on use of the Medical Priority Dispatch System
<b>Echo Call</b>	A 911 call designated by Contractor's Dispatch Center as an Echo Call (non-breathing and/or ineffective breathing) based on use of the Medical Priority Dispatch System
<b>Effective Date</b>	The date the Agreement is signed by the Chair of the Sierra-Sacramento Valley EMS Agency JPA Governing Board of Directors
<b>EMSA</b>	Emergency Medical Services Authority of the State of California
<b>EMT</b>	Emergency Medical Technician
<b>EOA</b>	As used in this Agreement, refers to the Exclusive Operating Area for "Services" as designated in Sierra-Sacramento Valley EMS Agency's approved EMS Plan, and depicted in EXHIBIT A - DEPICTION AND DEFINITION OF CONTRACTOR'S EOA AND EMERGENCY RESPONSE ZONES
<b>ePCR</b>	Electronic Patient Care Record
<b>ERZ</b>	Emergency Response Zone, as depicted in EXHIBIT A - DEPICTION AND DEFINITION OF CONTRACTOR'S EOA AND EMERGENCY RESPONSE ZONES
<b>Federal</b>	Refers to United States Federal Government, its departments and/or agencies

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<b>Field Personnel</b>	Contractor's paramedics and EMTs responsible for responding to 911 requests for emergency medical ground ambulance services pursuant to this Agreement
<b>First Responder Agency(ies)</b>	All public safety agencies within the EOA providing first response to the scene of a medical emergency
<b>Fractile</b>	A method of measuring data in which all applicable data are stacked in ascending order and the total number is calculated as a percentage of the total number of calls. (e.g.: a 90th percentile standard is one where 90% of the applicable Ambulance calls are answered within the response standard, while 10% take longer than the standard.)
<b>HIPAA</b>	Health Insurance Portability and Accountability Act of 1996
<b>Incident Location</b>	The location of the patient the Ambulance is dispatched to by the Contractor's Dispatch Center
<b>Labor Code</b>	California Labor Code
<b>LEMSA</b>	Local Emergency Medical Services Agency, as defined in California Health and Safety Code, Division 2.5, §1797.94
<b>Mandatory Data Fields</b>	The minimum amount of information that satisfies the requirement for a completed Patient Care Report left at the receiving hospital
<b>Medical Priority Dispatch System ("MPDS")</b>	The system that categorizes emergency calls using an escalating scale of severity assigned to medical conditions, relative to the level and timeliness of response
<b>Mutual-Aid</b>	Emergency ambulance service performed by neighboring providers during periods of severe weather, multi-casualty incidents, or other events that overwhelm existing resources
<b>Multi-Casualty Incident ("MCI")</b>	A Multi-Casualty Incident (MCI) is any incident where the number of injured persons exceeds the day-to-day operating capabilities and requires additional resources and/or the distribution of patients to multiple hospitals, as defined in Agency Policies
<b>Non-Emergency Response</b>	A Non-Emergency Response is any call other than a Priority 1 or Priority 2 call
<b>Paramedic</b>	As defined in California Health and Safety Code, Division 2.5, §1797.84
<b>Response Time</b>	The time elapsed from the time a call is received by the Contractor's Dispatch Center, until Arrival at the Incident Location by the Ambulance
<b>Quality Improvement</b>	As defined in the California Code of Regulations, Title 22, Chapter 12 and EMSA #166: EMS System Quality Improvement Guidelines
<b>State</b>	The State of California, its departments and/or agencies

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<b>Service Start Date</b>	12:00 am on July 1, 2013
<b>Services</b>	Contractor's provision of 911 emergency and interfacility medical ground ambulance response and transportation at an Advanced Life Support (ALS) level of service
<b>Service Vehicles</b>	Contractor's vehicles used in the provision of Services, including but not limited to, Ambulances and Supervisor Vehicles.
<b>Supervisor(s)</b>	Contractor's Field Supervisors
<b>Supervisor Vehicles</b>	A vehicle, other than an ambulance, driven by a Supervisor and equipped for emergency medical response
<b>User Fees</b>	Charges to patients and/or insurance providers, including Medicare and Medical for Services provided by Contractor

**AGREEMENT**

This Agreement ("Agreement") is by and between the Sierra-Sacramento Valley EMS Agency (S-SV EMS), herein referred to as Agency, and Butte County Emergency Medical Services, LLC., herein referred to as Contractor, and shall be effective the date this Agreement is signed by the Chair of the S-SV EMS Agency JPA Governing Board of Directors ("Effective Date").

This Agreement is for the provision of 911 Emergency and non-emergency medical ground ambulance response and transportation at an Advanced Life Support ("ALS") level of service for a five year period, commencing July 1, 2013 ("Service Start Date") and continuing through June 30, 2018, with an option to extend for up to five (5) additional years at Agency's sole discretion. The Agency shall provide Contractor with written notice of its intent to extend this Agreement at least eighteen (18) months prior to the scheduled end of the term of the Agreement.

If the Contractor does not want to continue providing services to Agency as stipulated in this agreement after the end of the Term, the Contractor must give notice of its intent not to extend the Agreement at least seventeen (17) months prior to the scheduled end of the term of the Agreement.

**RECITALS OF AUTHORITY**

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**Whereas**, Division 2.5 of the Health and Safety Code Sections 1797.224 and 1797.85 allows the Local Emergency Medical Services Agency ("LEMSA") to create Exclusive Operating Areas ("EOA"); and,

**Whereas**, Sierra-Sacramento Valley Emergency Medical Services ("Agency") is the designated LEMSAs; and,

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**Whereas, Agency has created an EOA; and,**

**Whereas, pursuant to Division 2.5 of the Health and Safety Code, Section 1797.200, the County of Butte has designated the Agency to develop a written agreement with a qualified paramedic service provider to provide Services, and participate in the advanced life support program in Butte County; and,**

**Whereas, Title 22, California Code of Regulations, Section 100168, Division 9, Chapter 4, Article 6, requires a written agreement for Services; and,**

**Whereas, the Agency engaged in a fair competitive process in accordance with State law and Agency policy; and,**

**Whereas, on November 9, 2012 at its regular meeting, the Sierra-Sacramento Valley EMS Agency Board of Directors determined that Butte County EMS, LLC. had submitted the proposal that best serves the overall interests of the Agency, on behalf of Butte County and attained the highest over-all point score; and,**

**Whereas, Agency and Contractor desire to enter into a performance-based agreement for provision of Services in accordance with this Agreement;**

**Whereas, it is understood by the parties that should changes in language of statute or policy occur the above shall hold true;**

**NOW, THEREFORE, the parties agree to the following terms and conditions:**

**SCOPE OF WORK**

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**1. Services**

- 1.1 Contractor shall provide Services in accordance with this Agreement and the Contractor's proposal, which is attached hereto as Exhibit D and incorporated herein by this reference, except that in the case of any conflicting provisions the terms of this Agreement shall control over the terms of the Proposal.
- 1.2 Contractor shall provide Services in accordance with the requirements of California State Health and Safety Code, Division 2.5, Sections 1797 et seq., California Code of Regulation, Title 22, Division 9, and any amendments or revisions thereof.
- 1.3 Contractor shall employ all resources necessary to achieve the Response Times and all other required performance.
- 1.4 Contractor agrees to increase resources at its sole expense to meet any increase in needs or demands for Services.

**2. Service Area/Emergency Response Zones**

- 2.1 Contractor shall provide Services within the EOA, as designated in Agency's Emergency Medical Services Plan and approved by the State Emergency Medical Services Authority ("EMSA"), as defined in California Health and Safety Code, Division 2.5, §1797.85.
- 2.2 Services shall be provided to all areas within the EOA and as otherwise required by this Agreement. A map of the EOA, divided into specific Emergency Response Zones ("ERZ") is attached as EXHIBIT A - DEPICTION AND DEFINITION OF CONTRACTOR'S EOA AND EMERGENCY RESPONSE ZONES.

**3. Services/Standards**

- 3.1 Contractor shall provide Services 24 hours per day, 7 days per week, 52 weeks per year without interruption, for the full term of the Agreement. Services shall be provided without regard to the patient's race, color, national origin, religion, sexual orientation, age, sex, or ability to pay.

## EMS Ambulance Transport Provider Agreement

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- 3.2 Contractor shall be the exclusive 911 emergency and ALS non-emergency medical ground Ambulance provider authorized by the Agency in the EOA and all calls for Services originating in the EOA shall be referred to Contractor, with the exception of Mutual-Aid, disaster response and BLS or CCT inter-facility.
- 3.3 Contractor shall work cooperatively with the Agency Director, the Agency Medical Director, and other Agency staff and agencies to fulfill the terms and conditions of this Agreement.
- 3.4 Contractor or each of its Affiliated organizations shall attain accreditation by the Commission on Accreditation of Ambulance Services ("CAAS") or Commission on Accreditation of Medical Transportation Systems ("CAMTS") within twenty-four (24) months of the Service Start Date. The Contractor shall thereafter maintain accreditation throughout the term of the Agreement.
- 4. Assistance to Other Agency EOAs**
- Contractor shall, to the best of its ability, assist in servicing any other exclusive operating area within the S-SV region, if requested to do so by the Agency Director or designee.
- 5. Location of Contractor's Offices**
- Contractor shall maintain one or more offices for operations within Butte County during the term of this Agreement.
- Contractor agrees to follow all Agency policies and procedures.

## **DISPATCH**

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- 6. Emergency Communications Center**
- Contractor shall provide or cause to be provided a dispatch center and maintain all equipment and software (fixed, mobile, linkages) necessary to receive requests for emergency and ALS non-emergency Ambulance services made by County Public Safety Access Points (PSAPs) or other callers.
- 6.1 Dispatch services shall include: a) EMS call intake functions, b) call prioritization and c) pre-arrival instructions according to Medical Priority

## EMS Ambulance Transport Provider Agreement

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Dispatch System ("MPDS") protocols developed in collaboration with the Agency Medical Director and Agency approved standards.

- 6.2 Staffing levels shall be such that electronic or telephonic notifications from County designated public safety dispatch (PSAP) are answered or responded to within fifteen (15) seconds.
- 6.3 Contractor shall adequately train and prepare emergency Ambulance dispatchers to process emergency medical requests for service utilizing Medical Priority Dispatch protocols. Dispatchers shall be given a company orientation as well as a thorough orientation to the EMS system before being assigned to operate as part of Contractor's Ambulance dispatch system and shall have EMD certification.
- 6.4 Contractor shall have technology available to develop a direct CAD to CAD interface with PSAPs within six (6) months of execution of this Agreement. Contractor will cooperate with other entities to facilitate implementation.
- 6.5 Contractor shall implement First Watch surveillance system within twelve (12) months of execution of contract.

Contractor shall ensure that the Agency has immediate access to all EMS related data maintained by the CAD system.

Contractor or its Affiliated Organizations shall achieve Center of Excellence or comparable certification within one year of the execution of this agreement, dependent upon PSAP cooperation on medical priority dispatch.

Contractor and Agency will work cooperatively with PSAPs to implement Priority Dispatch.

## **COMMUNICATIONS**

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### **7. Radio Equipment**

- 7.1 Contractor shall be responsible for all mobile radio equipment and cellular phones for use in the field including obtaining radio channels and all necessary FCC licenses and other permits as may be required for the operating of said

## EMS Ambulance Transport Provider Agreement

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system. This will enable Contractor's Field Personnel to effectively receive communications from the Contractor's Dispatch Center and shall be capable of receiving and replying to such requests for emergency and non-emergency Ambulance services by voice or data linkage.

- 7.2 County agrees to provide adequate space to provide all radio hardware/repeater equipment in the County public safety radio vault
- 7.3 Contractor's field personnel shall be capable of transmitting 12-lead EKG data to receiving facilities.
- 7.4 Contractor shall install and maintain Automatic Vehicle Locator ("AVL") devices on all Service Vehicles. The AVL system shall be compatible and interface with the Dispatch Center's software.

### **RESPONSE TIME REQUIREMENTS**

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#### **8. Response Time Performance and Measurement –**

##### **8.1 Summary of Response Time Requirements**

Table 4 summarizes the Response Time compliance requirements – also referred to as the Response Time Standards - for ambulances in the specified ERZ for each priority.

**Table 4. Response Time Compliance Requirements – All Butte County Emergency Response Zones**

Priority Level	Compliance	High Call Density (A)	Low Call Density (B)
Priority 1	90%	10:00	30:00
Priority 2	90%	15:00	45:00
Priority 3	90%	30:00	60:00
Priority 4	90%	+/- 15 minutes	

##### **8.2 Notification of Delays for Non-Emergency Responses**

Whenever Emergency Ambulance response volume necessitates temporary delays in Non-Emergency Responses, Contractor shall notify the individual or organization requesting such service to explain the reasons for the temporary

## EMS Ambulance Transport Provider Agreement

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delay and shall furnish a realistic estimate of when service will be available. Notification of the individual or organization does not reduce or eliminate penalties for such delays. Contractor shall make every reasonable effort to reduce and eliminate delays for those utilizing non-emergency services.

### **8.3 Response Time Measurement Methodology**

Contractor's Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in Table 4 above.

The Response Time measurement methodology employed can significantly influence operational requirements for the EMS system. The following are applicable:

#### **a. Call Receipt**

The Contractors' Response Time clock begins at "Call Receipt" which is defined as when the Contractor's dispatch center receives adequate information to identify the location of the call and the priority level, or 60 seconds after the call is answered, whichever is less.

#### **b. At Scene**

"At Scene" time means the moment the first Emergency Ambulance arrives and stops at the location where the ambulance shall be parked while the crew exits to approach the Patient and notifies Dispatch that it is fully stopped, such notification being made either by AVL or crew notification to dispatch. In situations where the Ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, or wilderness locations), arrival at scene shall be the time the Ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

#### **c. Time Intervals**

The Response Time is defined as the interval, in exact minutes and seconds, between the Call

Receipt time and arrival At Scene time, or is cancelled by a public safety agency.

#### **d. Failure to Report at Scene Time**

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In instances when ambulance crews fail to report At Scene, the time of the next communication between dispatch and the ambulance crew shall be used as the At-Scene time. However, Contractor may be able to document the actual arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is produced.

- e. Calculating Upgrades, Downgrades, Turn-around and Canceled Responses**  
From time to time special circumstances may cause changes in call priority classification. Response Time calculations for determination of compliance with Agreement standards and penalties for non-compliance will be as follows:

**(1) Upgrades**

If an assignment is upgraded prior to the arrival on scene of the Emergency Ambulance (e.g. from Priority 2 to Priority 1 or MPDS Charlie to Delta category), Contractor's compliance and Penalties will be calculated based on the shorter of:

- a) Time elapsed from dispatch to time of upgrade plus the higher priority Response Time Standard; or
- b) The lower priority Response Time Standard

**(2) Downgrades**

If a call is downgraded prior to arrival on scene of the Emergency Ambulance (e.g. from Priority 1 to Priority 2), Contractor's compliance and penalties will be determined by:

- a) If the time of the downgrade occurs after the Emergency Ambulance has exceeded the higher priority Response Time Standard, the more stringent higher priority standard will apply; or
- b) If the time of the downgrade occurs before the Emergency Ambulance has exceeded the higher priority Response Time Standard, the less stringent lower priority will apply. In all such cases, documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified, in the sole discretion of the Agency, the longer standard will apply.

**(3) Reassignment en route**

If an Emergency Ambulance is reassigned en route or turned around prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and penalties will be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an Emergency Ambulance on the scene from which the Ambulance was diverted.

**(4) Cancelled Calls**

Calls cancelled prior to arrival will be calculated separately from all other response times and not subject to penalties.

**f.) Response Times outside Primary Service Area are excluded**

Contractor shall not be held accountable for Emergency Response Time compliance for any assignment originating outside the County. Responses to requests for service outside the County will not be counted in the total number of calls used to determine compliance.

**g.) Each Incident a Separate Response**

Each incident will be counted as a single response regardless of the number of units that are utilized. The Response Time of the first arriving Emergency Ambulance will be used to compute the Response Time for that incident.

**h.) Response Time Compliance for Individual Emergency Response Zones**

Response time requirements for the two Emergency Response Zones (A and B) shall be reported separately but combined countywide for compliance purposes. Specifically, all responses in the County are included in calculation of

noncompliance penalties.

**i.) Equity in Response Times throughout the County**

The Agency recognizes that equity in Response Times is largely based upon call and population densities within the service area. In developing Response Time Standards, the Agency has established two (2) call density zones, low and high density for Response Time compliance measurement.

The Agency may evaluate the call density and zone structure to address changes occurring within each zone. Should the call density of any significant contiguous area within the low call density zones become equal to or greater than the call density to the adjacent high call density zone, then that area will be considered for reclassification for Response Time compliance upon the next anniversary date of the Agreement. Response time compliance changes pursuant to this section will be modified by readjusting the then current map defining the ERZs.

The Agency reserves the right to look at any area of the County to identify if there are pockets of poor Response Time performance and refer such findings to the Contractor for mitigation.

**8.5 Response Time Exceptions and Exception Requests**

Contractor shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond Contractor's reasonable control affect the achievement of specified Response Times Standards. In the monthly calculation of Contractor's performance to determine compliance with the Response Time Standards, every request from county designated PSAPs originating from within County shall be included except as follows:

**a. Multi-casualty Disaster**

The Response Time requirements shall be suspended during a declared multi-casualty incident, medical advisory or disaster in Butte County or during a declared disaster in a neighboring jurisdiction to which ambulance assistance is being provided by as requested by Butte County.

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### **b. Good Cause**

The Contract Administrator may allow exceptions to the Response Time Standards for good cause as determined at his or her sole discretion. At a minimum, the asserted ground(s) for exception must have been a substantial factor in producing a particular excess Response Time, and Contractor must have demonstrated a good faith effort to respond to the call(s). Good cause for an exception may include, but is not limited to, unusual system overload, incorrect or inaccurate dispatch information received from the PSAP, disrupted voice or data radio transmission (not due to Contractor equipment/infrastructure); material change in dispatched location; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by extreme inclement weather, e.g., fog; when units are providing County authorized mutual aid; and off-road locations. Contractor may also apply for an exemption based on a retroactive downgrade to the correct priority(provided the contractor shall deliver to Agency, at a minimum, a copy of the PCR to document the patient's condition.)

Unusual system overload is defined as 200 percent of the average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume.

Extended delays at hospitals for transferring patients to receiving facility personnel will not be a criterion for potential good cause exceptions.

Equipment failure, traffic congestion not caused by the incident, ambulance failure, lost ambulance crews, or other causes deemed to be within the Contractor's control or awareness shall not be grounds to grant an exception to compliance with the Response Time Standard.

### **c. Exception Request Procedure**

It is the Contractor's responsibility to apply to the Agency for an exception to a required Response Time.

If Contractor feels that any response or group of responses should be excluded from the calculation of Response Time compliance due to unusual factors beyond Contractor's reasonable control, the Contractor must provide

## EMS Ambulance Transport Provider Agreement

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detailed documentation for each actual response in question to the Agency and request that the Agency exclude these runs from calculations and late penalties. Any such request must be in writing and received by the Contract Compliance Manager within 20 business days of the end of the month of occurrence together with that month's performance reports. A request for an exception received after the 20 days will not be considered. The Contract Compliance Manager will review each exception request and make a decision for approval or denial.

Should the Contractor desire to appeal the Contract Compliance Manager's decision, a written request must be submitted to the Director within 10 days after the decision by the Contract Compliance Manager. All decisions by the Director shall be considered final.

### **8.6. Response-time Performance Reporting Procedures and Penalty Provisions**

#### **a. Response Time Performance Reporting Requirements**

##### **(1) Documentation of Incident Time Intervals**

The Contractor shall document all times necessary to determine total ambulance Response Time, including but not limited to time call received by the dispatch center, time location verified, time ambulance crew assigned, time en route to scene, arrival at scene time, total on-scene time, time en route to hospital, total time to transport to hospital, and arrival at hospital time . Other times may be required to document specific activities such as arrival at patient side, times of defibrillation, administration of treatments and medications and other instances deemed important for clinical care monitoring and research activities. All times shall be recorded on the Patient Care Report Form (PCR) and in Contractor's computer aided dispatch system. The Contractor will provide an interface with the computer aided dispatch database and Electronic Patient Care Report Form (EPCR) database for the Agency to extract and corroborate Response Time performance.

**(2) Response Time Performance Report**

Within 20 business days following the end of each month, the Contractor's dispatch center shall document and report to the Agency and the County, in a manner required by the Agency, information as specified in Section IV.E of the RFP, with such changes as the Agency may, from time to time, adopt.

- a) Contractor shall use Response Time data in an on-going manner to evaluate Contractor's performance and compliance with Response Time Standards in an effort to continually improve its Response Time performance levels.
- b) Contractor shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis.
- c) Contractor shall provide an explanation for every call exceeding the required Response Time interval and describe steps taken to reduce extended responses in the future.

**b. Penalty Provisions**

Isolated instances of individual deviations of Response Times shall be treated as instances of minor, non-compliance under the Agreement. However, severe or chronic deviations of Response Time compliance may constitute a default of the Agreement as defined below.

**STAFFING REQUIREMENTS**

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**9. Ambulance Staffing Requirements**

All Ambulances rendering emergency and ALS non-emergency Ambulance Services under the Agreement shall be staffed and equipped to render paramedic level care and transport with a minimum of one (1) Paramedic and one (1) EMT to respond to requests from the County designated public safety answering points (PSAPs). The paramedic shall be the ultimate responsible caregiver for all patients, but is only required to accompany patients

## EMS Ambulance Transport Provider Agreement

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in the back of the Ambulance during patient transports where ALS-level monitoring or care is recommended or required by protocol.

### **10. Work Schedules**

#### **10.1 24-hour Shifts:**

- a. Contractor's employees assigned to 24-hour shifts shall not be scheduled to work shifts longer than 24 consecutive hours and shall not remain on duty for longer than 36 consecutive hours due to late calls or unscheduled holdovers. A rest period of at least 12 consecutive hours between shifts is required. The only exception will be a County or other governmentally declared disaster.

#### **10.2 Less than 24-hour Shifts:**

Contractor's employees assigned to less than 24-hour shifts shall not be scheduled to work shifts longer than 18 consecutive hours and shall not remain on duty for longer than 24 consecutive hours due to late calls or unscheduled holdovers. A rest period of at least 12 consecutive hours between shifts is required. The only exception will be a County or other governmentally declared disaster.

### **11. Personnel Licensure/Certification/Training Requirements**

- 11.1 All of Contractor's personnel responding to emergency and ALS non-emergency medical requests shall be currently and appropriately certified or licensed, accredited and credentialed, as appropriate, to practice in the State of California and the S-SV EMS Region.
- 11.2 Contractor shall retain on file at all times copies of current and valid licenses and/or certifications of all emergency medical personnel performing services under this agreement.
- 11.3 Contractor shall staff each ALS Ambulance with a minimum of one paramedic certified in Prehospital Trauma Life Support (PHTLS), or International Trauma Life Support.

## EMS Ambulance Transport Provider Agreement

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- 11.4 Contractor will properly orient all field personnel before assigning them to respond to emergency or ALS non-emergency requests. Such orientation shall include at a minimum, provider agency policies and procedures; EMS system overview; EMS policies and procedures; radio communications with and between the provider agency, base hospitals, receiving hospitals, and County communication centers; map reading skills including key landmarks, routes to hospitals and other receiving facilities within the County and in surrounding areas; and ambulance and equipment utilization and maintenance. In addition, all personnel must receive continual orientation to customer service expectations, performance improvement and the billing reimbursement process.**
- 11.5 Contractor will assign all new field employees to a Field Training Officer (FTO) who shall be responsible for evaluating and documenting that all required training has been completed appropriately before assigning them to respond independently to emergency or ALS non-emergency requests.**
- 11.6 All field personnel shall have ICS 100 & 200 and IS 700 training as well as Agency required MCI training. In addition, all Contractor Manager/Supervisor personnel shall have ICS 300 & 400 and IS 800 training. All supervisory personnel shall complete California Ambulance Strike Team Leader training within 24 months of hire.**
- 11.7 All field personnel shall also complete the following training as described in Contractor's proposal, which is attached hereto as Exhibit D and incorporated herein by this reference:**
- a. Assaultive Behavior Management**
  - b. Emergency Vehicle Operator's Course (EVOC)**
  - c. Infection Control**
  - d. Critical Incident Stress Management (CISM)**
  - e. Homeland Security**
  - f. HIPPA Compliance**

- g. Training in accordance with the OIG Compliance Program Guidance for Ambulance Suppliers

## **TRANSPORT REQUIREMENT**

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### **12. Destination**

Patients shall be transported in accordance with Agency policies, as may be amended from time to time.

### **13. Influence on Destination**

Field Personnel shall not attempt to influence a patient's destination selection other than as set forth in the Agency Patient Destination Policy.

## **MULTI-CASUALTY INCIDENT/DISASTER RESPONSE**

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### **14. Multi-Casualty Incident/Disaster Response**

- 14.1 Contractor shall cooperate with Agency in rendering emergency assistance during a declared or an undeclared disaster or Multi-Casualty Incident ("MCI"), in accordance with the Agency Policies.
- 14.2 Contractor shall assign a Manager/Supervisor to the Operational Area Emergency Operations Center ("EOC") - Medical Health Branch (when activated) as a liaison to work closely with the Medical Health Operational Area Coordinator ("MHOAC").
- 14.3 If Agency directs Contractor to respond to a disaster in a neighboring jurisdiction, fines for Response Times may be suspended, but only if authorized by the Agency Director. Contractor shall use its best efforts to maintain primary emergency services and may suspend non-emergency services as required.
- 14.4 Within one (1) year following the Service Start Date of this Agreement, Contractor shall submit to the Agency Director for review, an Emergency Operation Plan ("EOP") for its internal response and recovery in the event of a disaster. In the event of a disaster, Contractor shall follow the Agency's disaster plan and its EOP.

- 14.5 When Contractor is notified that disaster or MCI assistance is no longer required, Contractor shall resume Response Time requirements in a timely manner.

**15. Disaster Response Vehicle/Equipment**

- 15.1 Contractor shall house, maintain, manage and staff any Disaster Medical Support Unit ("DMSU") issued to Contractor by EMSA for disaster responses contingent upon delivery by EMSA.
- 15.2 Contractor shall maintain the State-issued DMSU in good working order, in accordance with Agency Policies and in accordance with the vehicle and equipment maintenance requirements set forth in this Agreement, for immediate disaster deployment.

**16. Incident Notification**

Contractor shall have a mechanism in place to communicate current field information to appropriate Agency staff and other appropriate entities (e.g. Operational Area EOC) during MCIs, disaster responses, hazardous materials incidents and other unusual occurrences.

**17. Ambulance Strike Team**

- 17.1 Contractor shall assist Agency in providing appropriately equipped and trained personnel, vehicles, equipment, and supplies in response to a disaster mutual aid request for deployment of an Ambulance Strike Team.
- 17.2 Contractor shall not respond to any AST deployment without request and/or knowledge of the Agency.

**18. Interagency Training for Exercises/Drills**

Contractor shall participate in exercises, disaster drills, and interagency training as requested by Agency and/or County.

**19. Mutual-Aid Requirements**

**19.1 State or Federal Mutual-Aid requests**

Contractor shall respond to requests for Mutual-Aid made by State or Federal agencies, if directed to do so by the Agency Director or designee.

**19.2 In-Agency Mutual-Aid requests**

## EMS Ambulance Transport Provider Agreement

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- a. Contractor shall use its best efforts to enter into Mutual-Aid agreements with other areas where Mutual-Aid is provided on a regular basis.
- b. If Contractor is unable to enter into an agreement for Mutual-Aid in any municipality, Contractor shall notify the Agency Director.
- c. Contractor shall document the number and nature of all Mutual-Aid responses it requests or provides.

## VEHICLES AND EQUIPMENT

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### 20. Ambulances

20.1 All Ambulances shall meet the following specifications:

- a. Title 13, California Code of Regulations
- b. California Vehicle Code.

20.2 Contractor, at its sole expense, shall acquire and maintain Service Vehicles and on-board medical supplies and equipment, to be used to perform Services.

20.3 The Contractor shall maintain the number of ALS equipped and fully operating ambulances that represent at least 150% of the peak staffing level. If a fraction is derived when multiplying the peak number of units by 150%, the number will be rounded up to the next whole integer. (i.e. 7.5 would be rounded to 8).

20.4 Vehicle Markings

- a. Ambulance and Supervisory Vehicles shall display the following signage, on both sides:
  - "Butte County EMS" in at least four (4) inch letters,
  - Level of service (e.g., "Paramedic Unit")
  - "911" emergency telephone number
- b. Ambulance and Supervisory vehicles shall be marked to identify the Contractor's name, but shall not display any telephone number other than 911 or any other advertisement.
- c. Contractor shall obtain Agency approval of the overall design, color, and lettering used for all Ambulance and Supervisory Vehicles. Contractor shall,

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within ten (10) calendar days of Agency's request, commence change of any non-approved design, color or lettering and diligently complete such change.

- d. Contractor shall submit to Agency, upon execution of agreement, a schedule of implementation for standardized paint.

### **21. Equipment**

- 21.1 Contractor shall have sole responsibility and bear all expense for all equipment necessary to provide Service. All on-board equipment, medical supplies and personal communications equipment used by Contractor shall meet or exceed the minimum requirements of the Agency Policies and this Agreement.
- 21.2 Contractor shall have and submit to Agency no later than the Service Start Date, policies regarding the acquisition, stocking and security of controlled substances carried on Service Vehicles.
- 21.3 Equipment and supply requirements may be modified with the approval of the Agency Director, including modifications due to changes in technology.
- 21.4 Contractor must synchronize its cardiac monitor clocks with the Dispatch Center's clock or an identical outside source, so all reports accurately reflect Dispatch Center times.
- 21.5 The Agency may inspect Service Vehicles at any time without prior notice.
- 21.6 Failure to meet minimum in-service equipment/supply requirements:
  - a. If any Service Vehicle fails to meet the requirements, as contained in Agency Policies, the Agency may fine Contractor.
  - b. In addition to any fines, if the Agency Director determines that the failure to meet requirements is critical, the Service Vehicle shall be removed from service until the non-compliance is corrected.

### **22. Vehicle and Equipment Maintenance**

- 22.1 Contractor shall maintain all Service Vehicles in good working order consistent with the manufacturer's specifications.

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- 22.2 Contractor shall maintain and provide to Agency on demand a listing of all Service Vehicles, including reserve vehicles. The information for each vehicle shall include the license number, and name and address of lien holder, if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide Services shall be reported to Agency within thirty (30) calendar days of any change, sale, transfer or purchase.
- 22.3 For each Service Vehicle, detailed records shall be maintained as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Records shall be made available for inspection by Agency upon request of Agency Director.
- 22.4 Repairs shall be accomplished and systems shall be maintained so as to achieve at least the industry norms in vehicle performance and reliability.
- 22.5 Contractor shall ensure an Ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern high-performance Ambulance service by: a) utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of Ambulances, b) developing and implementing standardized maintenance practices, and c) incorporating an automated or manual maintenance program record keeping system.
- 22.6 Contractor shall replace or remount ambulances at a 175,000-mile schedule, unless otherwise agreed to by Contractor and Agency.
- 22.7 All Service Vehicles, and any equipment that has a defect, including insignificant but visible cosmetic damage, shall be removed from service for repair without delay, and in no event in less than twelve hours after a request from the Agency Director.
- 22.8 Contractor shall maintain all bio-medical equipment in accordance with manufacture's recommendations, as well as applicable standards established by the Joint Commission on Accreditation of Health Care Organizations, which may be updated annually.

**ELECTRONIC PATIENT CARE REPORT AND DATA COLLECTION SYSTEM**

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**23. Patient Care Reports and Data Collection System**

- 23.1 Contractor shall utilize the Agency approved ePCR and data collection System, (ESO Solutions, which may be subject to change) for documentation on all calls, including:
- a. Every response where patient contact is established.
  - b. All canceled calls, including calls cancelled prior to arrival at scene and calls where the Ambulance arrived at scene but were unable to locate any patient or Contractor field personnel had no direct interaction with a patient.
  - c. It is understood that the e-PCR system currently in place may be utilized. Agency may require use of Agency approved vendor at any time with six (6) months notice.
  - d. Data must be submitted as "Butte County EMS"
- 23.2 Contractor shall ensure that field personnel comply with Agency Prehospital Documentation Policies.
- 23.3 Contractor must synchronize its ePCR clocks with the Dispatch Center's clock or an identical outside source, so all reports accurately reflect Dispatch Center times.
- 23.4 Contractor and Agency shall update, as needed, the PCR system, including but not limited to updates to allow:
- a. Additional data fields on the PCR
  - b. EMS system data collection,
  - c. The preparation of reports; and
  - d. Software versions.
- 23.5 Contractor shall allow real-time access of all ePCR's related to this Agreement to Agency.
- 23.6 Contractor shall provide upgrades to software and hardware as needed.

**24. PCR Delivery to Receiving Hospitals**

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- 24.1 100% of PCRs shall be provided to receiving hospitals prior to departure of Field Personnel. Contractor shall be fined \$50 for every instance when the Interim Patient Care Report is not left at the receiving facility prior to crew departure. A penalty of \$100 for every completed PCR not provided to the facility within 24 hours of patient delivery.
- 24.2 In the event Field Personnel are unable to complete the PCR prior to leaving the receiving hospital he/she shall:
- a. Leave a print-copy of an Agency approved Interim Patient Care Report which shall include the minimum patient care documentation required to be left with the patient at the receiving facility at time of patient delivery as indicated in Agency Prehospital Documentation Policies; and,
  - b. Deliver a fully completed PCR within 24 hours of the time Field Personnel left the hospital/facility for that patient.

## MEDICAL OVERSIGHT

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### 25. Medical Protocols

- 25.1 Contractor shall comply with medical protocols, online medical control, and other requirements as established by the Agency Medical Director, and/or provided by the Agency.
- 25.2 Contractor shall document compliance with system medical protocols required by Agency Policies and the State of California.

### 26. Medical Review/Audits

If requested by the Agency, Contractor's employees shall attend medical reviews and/or audits.

**PERSONNEL**

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**27.Character/Competence/Professionalism**

- 27.1 Contractor shall ensure that all employees, agents and subcontractors treat other professionals, patients, and their families with professionalism and courtesy. Contractor shall address and correct any departure from this standard of conduct.
- 27.2 Contractor employees, agents and subcontractors shall be neat and clean in public; shall be properly identified by a name tag, company name and insignia, and the employee's level of prehospital care certification, if applicable.
- 27.3 Contractor's employees, agents and subcontractors shall, at all times when providing Services, be competent and hold valid licenses, including, but not limited to, driver's licenses and, certificates, accreditations and permits, as may be required for each position.
- 27.4 Contractor shall perform criminal background checks, pre-employment drug testing and confirm possession of a required license, certificates, accreditations, and permits for all employees.

**28.Internal Health and Safety Programs**

- 28.1 Contractor shall establish and maintain programs to enhance the safety and health of the work force. These shall include but are not limited to:
  - a) driver training, b) safety, and c) risk management training.
- 28.2 Contractor shall provide adequate personal protective equipment ("PPE") to employees, including universal precautions for routine care, and personal protective gear to employees working in hazardous environments, rescue operations, motor vehicle accidents, etc.
- 28.3 Contractor shall establish a critical incident management plan, which includes an ongoing stress reduction program for its employees. The plan shall also include access to trained, experienced professional counselors.
- 28.4 Contractor shall make health screening and all currently recommended immunizations available at no cost to its Field Personnel, make-ready staff

(individual preparing ambulances for deployment), and employed mechanics providing Services.

**29. Personnel Training**

Contractor shall ensure that Field Personnel performing Services meet all training requirements as required in Agency Policies, as may be amended from time to time.

**30. Continuing Education Program**

- 30.1 Contractor shall maintain Agency approval as an approved Continuing Education ("CE") provider. All in-service programs offered for CE credit must comply with Title 22 - Chapter 11 and Agency Policies.
- 30.2 Contractor shall develop and provide in-house CE training programs designed to meet State licensure/certification requirements and/or Agency accreditation requirements, at no cost to employees.
- 30.3 Contractor shall provide CE programs with educational content to address Agency needs. The Agency Medical Director may mandate specific CE programs and content requirements. Agency personnel may review and audit any CE programs offered by the Contractor.
- 30.4 Contractor shall coordinate and make available CE programs to fire department personnel in Butte County, as may be arranged with the individual agencies. Contractor may also make CE programs available to other entities.

**31. Workforce Engagement**

- 31.1 Contractor shall develop a two-way communication process between front-line employees and the leadership team.
- 31.2 Contractor shall have a mechanism for: a) encouraging, b) gathering, c) providing feedback on and, d) acting on employee improvement suggestions.
- 31.3 Contractor shall develop methods for providing system and individual performance feedback to employees.
- 31.4 Contractor shall have a process for involving front-line employees in quality and performance improvement projects.

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- 31.5 Contractor shall track credentialing requirements for all EMTs, Paramedics, and Supervisors providing Services, including Contractor's Dispatch Center employees.
- 31.6 Contractor shall develop a career ladder and professional development process for employees, including a succession plan for Key Personnel.
- 31.9 Contractor shall use experienced clinicians to train, mentor, monitor, and assist less experienced Paramedics and EMTs in the field.
- 31.10 Contractor shall develop practices and policies designed to promote workforce harmony and prevent discrimination, including discrimination based on age, national origin, gender, race, sexual orientation, religion, and physical ability.

### **32. Key Personnel and Required Positions**

- 32.1 Contractor shall have an identified person authorized and capable to act on behalf of the Contractor in operational matters available at all times. Until otherwise notified by Contractor to S-SV EMS, the identified person shall be Mickey Huber, Assistant Chief-Operations.
- 32.2 Contractor's Key Personnel are as follows:
  - a. **Managing Director:** Contractor shall provide a full-time Managing Director to oversee and be responsible for the provision of Services. This person shall have prior experience managing a large, high-performance emergency medical system. This individual shall be responsible for ensuring that all upper-level management positions are trained and participate in the Contractor's Continuous Quality Improvement Plan. Contractor is currently managed by two Managing Directors each of whom is responsible for the operations of one of the entities with which Contractor subcontracts for ambulance services. These Managing Directors are Byron Parsons, CEO of First Responder and Marty Marshall, Director of Emergency Medical Systems, Enloe Medical Center.
  - b. **Contractor Medical Director:** Contractor shall provide, at minimum,

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one identified physician, experienced in emergency medical services, to oversee clinical areas. Until otherwise notified by Contractor to S-SV EMS, the identified physician shall be AM "Corky" Rey, MD, BCEMS Director.

- c. **Quality Manager:** Contractor shall provide a full-time physician, Registered Nurse, or highly qualified and experienced Paramedic to implement and oversee Contractor's quality management plan. This individual shall be responsible for the medical Quality Improvement/Assurance evaluation of all Services. Until otherwise notified by Contractor to S-SV EMS, the identified Quality Manager shall be Neal Cline, Assistant Chief – Training/CQI.

**32.3** Key Personnel positions must be distinct and separate from each other. In no event shall any one person perform any two of the Key Personnel positions. Contractor shall notify the Agency Director in writing of any changes in Key Personnel.

**32.4.** Contractor shall remove Key Personnel if in the opinion of the Agency Director an individual has not performed in a manner acceptable to the Agency.

**32.5** The approval of Agency to a requested change in Key Personnel shall not release Contractor from any of its obligations under this Agreement.

**32.6** Contractor agrees that it shall not transfer or reassign the individuals in Key Personnel positions without the express written agreement of Agency, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to the Agency an individual with greater or equal qualifications as a replacement, subject to the Agency's approval, which approval shall not be unreasonably withheld.

- 32.7 Contractor's Key Personnel shall participate in ongoing training and development programs for emergency medical service managers. These programs should be offered by Contractor to those personnel at no cost.**
- 32.8 Required Positions must be staffed, at a minimum, as follows:**
- a. Administrative Supervisors (Division Chiefs). There shall be at least one (1) Division Chief – Operations responsible for supervision of all Battalion Chiefs and reporting directly to Contractor's Assistant Chief – Operations. Initially, the Division Chief – Operations will be Jim Clark.**
  - b. Operational Field Supervisors (Battalion Chiefs): There shall be at least one (1) Battalion Chief on duty in Butte County at all times. These personnel shall:**
    - Be experienced, clinically and administratively competent Paramedics.**
    - Respond to emergency incidents when available to observe Field Personnel in the delivery of service and care.**
    - Be available to respond as a resource for difficult clinical or customer service issues.**
    - Respond to any declared MCI that occurs in the EOA.**
    - Not be routinely responsible for delivery of supplies or equipment, with the exception of multi-casualty incidents and disaster responses.**
    - Monitor system deployment, EMS personnel communications with other EMS system providers, assist in overall system readiness, and monitor field personnel compliance to Agency policies, procedures and protocols.**
    - Direct and assist with research and compliance for research in trial studies, focused audits, and State-directed demonstration projects.**
    - Assist clinical staff with the introduction of new techniques and procedures as directed by the Agency Medical Director.**
    - Collaborate with EMS Leadership and Prehospital Care Coordinators.**
    - Communicate with base physicians and Agency staff as needed.**

- Coordinate with other providers' supervisor personnel.
  - Participate in the Agency's and County's EMS related committees, as requested.
- c. Clinical /Education Staff: Contractor shall provide a full-time Registered Nurse, or highly qualified and experienced Para medic clinical and educational staff position to assist the Assistant Chief –Training/CQI. Initially this person will be Denise Kratzer.
- 32.9 Persons serving in one of Contractor's Required Positions shall receive training from or comparable to the American Ambulance Association's Ambulance Service Manager Certificate Program or such other program as Contractor or the Agency may agree. This training shall occur within twenty-four (24) months of the Service Start Date or hire date, whichever is later.

### **CONTINUOUS QUALITY IMPROVEMENT PLAN**

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#### **33. Approval of Continuous Quality Improvement Plan (CQIP)**

33.1 Contractor shall have a Continuous Quality Improvement Plan (CQIP).

The CQIP shall:

- a. Be consistent with the requirements of the State California for emergency medical system quality improvement, including those contained in Title 22, Chapter 12.
- b. Be consistent with the most current edition of the Baldrige National Quality Program, Health Care Criteria for Performance Excellence.
- c. Be consistent with Agency Policies.
- d. Be integrated with First Responder Agencies, Agency Dispatch Center, and Agency.
- e. Incorporate compliance assurance, process measurement and control, and process improvements.
- f. Measure clinical indicators as developed through collaborative efforts with the Agency.



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**34.4** Communication, via text or cell phone call to Agency Director or designee, shall be required as soon as practicable but in no even later than four (4) hours of high profile incidents involving Contractor's Services under this Agreement, including but not limited to the following:

- Critical equipment failure/accidents during patient transport, injured parties or when the system is at Level 1.
- MCI or disaster responses per policy
- Significantly extended response times expected to last more than 2 hours (which delays were not addressed by the immediately preceding item)
- Any incident which causes immediate disruption of the ability to respond to emergency calls
- Any incident that can reasonably be expected to attract significant media attention

### **35. Response Time Performance**

- 35.1** Response Time data, including reports received from Contractor's Dispatch Center, shall be used by Contractor and Agency to evaluate Contractor's performance and compliance. Contractor shall make efforts to continually improve Response Time.
- 35.2** If Response Time compliance is below 90%, Contractor shall identify the causes and shall document efforts to eliminate problems on an ongoing basis.
- 35.3** For any month in which compliance with Response Time is less than 90%, Contractor shall submit a performance improvement plan with the monthly Response Time performance report. The performance improvement plan shall identify each problem that contributed to a failure to meet Response Times and steps being taken to correct the problem.
- 35.4** Response Time reporting and times shall be documented as set forth in this Agreement.

## **FINES**

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### **36. Response Time Fines**

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Contractor shall pay to Agency a fine each month that the Contractor fails to comply with the Response Time requirements based on the percentage of compliance for all responses. The responses for all ERZs and priority levels will be accumulated into one performance measure as indicated in the following table:

<b>Compliance Percentage</b>	<b>Fine</b>
≥ 89% to < 90%	\$4000
≤ 88% to < 89%	\$6000
<88%	\$7500

**37. Repetitive Non-Compliance**

While the penalties are based on the measurement of response time performance for all responses within the EOA, the Contractor is required to report performance for each priority level in each ERZ. Repetitive non-compliance in any given subset is defined as three (3) consecutive months or five (5) monthly instances of non-compliance in any twelve-month period. If the Contractor is repetitively non-compliant in any subset measure, the Contractor shall submit a plan of corrective action to Agency within 30 calendar days of being notified of repetitive non-compliance by Agency. Failure to correct repetitive non-compliance may be considered a material breach of the Agreement.

Any subset of measurement of calls that does not exceed 100 responses in a single month shall be added to the next month's responses and accumulated until the minimum of 100 responses is documented at which point compliance determinations will be made.

**38. Outlier Responses**

An "Outlier" Response Time is defined as a Response Time that is excessive for the category, such that it represents a potential threat to health and safety (outlier). Contractor shall pay agency a fine for any response for which the actual Response Time equals or exceeds the applicable "Outlier Response Time" as indicated in the following table:

<b>Priority Level</b>	<b>Outlier Response Times</b>			<b>Fine Per Occurrence</b>
	<b>10 Minute ERZ</b>	<b>30 Minute ERZ</b>	<b>? ERZ</b>	
Priority 1	>17:30	>45:00		\$1,500
Priority 2	>26:15	>60:00		\$1,000
Priority 3	>52:30	>90:00		\$750
Priority 4	>25:00 (over scheduled time)	N/A	N/A	\$750

The outlier fine shall be in addition to any fines assessed for failure to meet the Response Time compliance requirements

**39. Failure to Respond**

Contractor shall pay Agency \$10,000 for each failure to respond to an official call by the Contractor. Failure to respond is defined as any call originating from a PSAP in Butte County for which the Contractor fails to dispatch and no ambulance responds within one (1) hour of call receipt. Contractor may be exempted from this fine, at the sole discretion of the Agency, if an ambulance is unable to respond in the specified time period as the result of a declared MCI or disaster.

**40. Failure to Provide Timely Reports**

40.1 Contractor shall pay Agency \$50 per day received after required due date (unless a later date is mutually agreed to by Contractor and Agency).

40.2 Contractor shall pay Agency \$50 per day for all other Agency documentation requests received later than 5 business days from the date requested (unless a later date is mutually agreed to by Contractor and Agency).

40.3 Contractor shall pay Agency \$100 per unusual occurrence report per day received after the specified time frame from the date of occurrence as defined in Agency policies.

**41. Failure to Leave Completed PCR at Receiving Facility**

41.1 Without duplication of the fines set forth in section 40 above, Contractor shall pay Agency \$50 for every instance when the Interim Patient Care Report at a minimum, is not left at the receiving facility prior to crew departure.

41.2 Without duplication of the fines set forth in section 40 above, Contractor shall pay Agency \$100 for incident when the completed PCR is not provided to the receiving facility within 24 hours of patient delivery.

**42. Additional Fine Provisions**

Agency may impose a fine of up to \$500 per incident for any minor breach of the Agreement not specifically addressed in this section (Fines) of the agreement.

**43. Fine Disputes**

## EMS Ambulance Transport Provider Agreement

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- 43.1 Contractor may appeal to the Agency Director in writing within twenty (20) business days of receipt of notification of the imposition of any fine or regarding Agency's fine calculations.
- 43.2 The Agency Director shall review all such appeals and make the decision to eliminate, modify, or maintain the appealed fine.
- 43.3 Should the Contractor desire to appeal the Agency Director's decision, a written request must be submitted to the Director within ten (10) business days. Such appeal will be reviewed by the Agency JPA Board of Directors at their next regularly scheduled meeting. All decisions by the Board shall be considered final.

### **44. Invoicing and Payment**

- 44.1 Agency shall invoice Contractor for any fines under this Agreement within thirty (30) calendar days following Agency's receipt of Contractor's monthly performance reports. Contractor shall pay Agency within thirty (30) calendar days following receipt of the invoice. The parties shall make a good faith effort to resolve any disputes regarding an invoiced amount within this 30-day period. If the parties are unable to mutually resolve the dispute within that 30-day period, the invoice shall be paid in full and subsequent invoices shall be adjusted to reflect the subsequent resolution of the dispute.
- 44.2 Failure by the Agency to assess or impose any fines at any point, for any reason, does not impact Agency's right to do so in the future; however, Agency may not impose fines retroactively greater than three (3) months.
- 44.3 Payment of any fine does not release Contractor from any other liability related to the breach that resulted in fine imposition.

## **AGENCY-WIDE COOPERATION**

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### **45. Collaboration with First Responder Agencies**

- 45.1 Contractor shall exercise its best, good faith effort to maintain positive working relationships with first responder agencies in Butte County.
- 45.2 Contractor shall, as is reasonable, provide continuing EMS education services without cost to first responder agencies in Butte County.

**45.3 Training and Internships**

- a. Contractor shall enter into agreements with emergency medical services training programs within Butte County to provide field internships for EMT and/or Paramedic training program students.
- b. Contractor shall, as is reasonable, provide additional training (e.g., ambulance and equipment familiarization, ALS assist) to first responder agencies in Butte County upon request.
- c. Contractor shall, as is reasonable, provide or assist in providing initial and/or continuing education training and skills verification for Agency approved EMT Optional Skills to first responder agencies in Butte County upon request.
- d. **AEMT Training:** Contractor intends to support limited ALS/EMT/Advanced for remote areas in the County subject to negotiation agreements between all the parties involved. Contractor recognizes the value of having Limited ALS available to remote areas such as Sterling City, Cohasset, Concow, Berry Creek and Butte Meadows. Contractor will actively work with fire service partners to ensure that Advanced EMT's working in the system are adequately trained and supported.
- c. All training conducted shall comply with Agency policies.

**45.4** Contractor shall designate a single employee as a contact person/liaison for Butte County First Responder Agencies. This employee shall be a supervisor or manager who is licensed as a paramedic.

**45.5 Medical supplies and equipment**

- a. Contractor will restock on a one-for-one basis, all ALS and BLS disposable medical supplies used by Butte County first responder agencies on medical responses. Narcotic supplies, certain durable supplies and equipment will not be included in this program.
- b. Contractor shall offer access to Contractor's purchasing contracts for discounts on durable medical equipment and/or supplies to Butte County First Responder agencies upon request

**46. Hazardous Material, Fire Department, and SWAT Rehabilitation Program**

Upon request by a public safety agency within Butte County, Contractor shall provide, at no charge to Agency or to the requesting agency, stand-by and/or Public Safety Rehabilitation Program services at the scene of an emergency incident within the EOA.

- a. An Ambulance and its Field Personnel placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by.
- b. Stand-by periods exceeding eight (8) hours shall require the approval of the Agency Director or designee, unless a contract between the entities is on file and produced at the time of request by Agency.

**47. EMS System Participation**

Contractor shall participate and assist in changes related to emergency medical services in Butte County. Contractor shall participate in local activities, committee meetings, and work groups related to provision of Services.

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**HEALTH STATUS IMPROVEMENT & COMMUNITY EDUCATION**

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**48. Community Programs**

48.1 Contractor shall annually plan and implement a definitive community education program, which shall provide the following to the community and/or to benefit the community:

- a. **Website** - Create and maintain a website with links to continuously updated audio/video files on various emergency health topics such as "Calling 911," "What to Expect When the Ambulance Arrives," and links to the State EMS Authority and S-SV EMS Agency websites.
- b. **Speakers' Bureau** - Organize and maintain a speakers' bureau to provide speakers on health related topics to community organizations. These topics shall include, but not be limited to; EMS related medical condition recognition and prevention topics, presentations to key community groups which influence the public perception of the EMS system's performance, system awareness/access, and appropriate utilization of the EMS system.

## EMS Ambulance Transport Provider Agreement

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- c. **CPR Training** –Contractor shall offer citizen CPR classes to the public at least once a month and encourage members of the public to attend classes. These classes are to be rotated throughout Butte County. Contractor shall work with Agency to assist in Agency community CPR programs.
  - d. **EMS Week and Public Education** – Contractor shall use the EMS Week platform to conduct public education activities on a variety of topics which may include stroke recognition and prevention, fall prevention for elderly citizens, heart attack warning signs, pool safety and child playground safety. Contractor shall collaborate with Agency, the Public Health Department, area Fire Departments, and other stakeholders to identify and target the most appropriate topics.
  - e. All public education and training shall be made available in alternate languages when reasonably appropriate and necessary.
- 48.2 Contractor shall plan and implement an Avoidable Hospital Readmission Management Pilot Project. Contractor will schedule field supervisors and paramedics to make post-discharge visits to patients with a Core Measure diagnosis to attempt to avoid unnecessary readmissions due to non-compliance with discharge instructions.
- 48.3 Contractor shall provide Ambulance stand-by services, as is reasonable, at minimal or no cost for public events and charitable fundraising events in Butte County.
- 48.1 Contractor shall provide an annual report detailing all community programs efforts in an appropriate format annually to Agency

### **COMPLIANCE PROVISIONS**

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#### **49. Medicare Compliance Program Requirements**

- 49.1 Contractor shall implement and maintain a comprehensive Medicare compliance program for all activities, including but not limited to documentation, claims processing, billing, and collection.
- 49.2 Contractor's Medicare compliance program shall substantially comply with the regulatory approach program outlined in the Office of Inspector General (OIG)

## EMS Ambulance Transport Provider Agreement

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Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255), and any amendment there to.

### **50. HIPAA Compliance Program Requirements**

- 50.1 Contractor shall implement a comprehensive plan to abide with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the current rules and regulations enacted by the Department of Health and Human Services.
- 50.2 The plan shall be sent prior to the Service Effective Date.
- 50.3 Contractor shall be responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of HIPAA rules and regulations shall be reported immediately to the Agency along with Contractor's actions to mitigate the effect of such violations.

### **51. Agency Policies and Protocols**

Contractor shall comply with Agency Policies and Protocols, as may be updated or revised from time to time.

### **52. Medical and Other State and Federal Programs**

Contractor is responsible for complying with all rules and regulations associated with providing services for recipients of and being reimbursed by State Medi-Cal and other state and federally funded programs.

## **CONTRACTOR REVENUE**

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### **53. Contractor Compensation**

Contractor's compensation under this Agreement is through fee for service reimbursement of patient charges ("User Fees.")

### **54. Patient Charges and Fees**

User Fees shall be established by the Agency, by approval of a majority vote of the Board. Contractor is prohibited from charging in excess of the approved User Fees as set forth in EXHIBIT C - CONTRACTOR'S USER FEES - 911 SYSTEM.

### **55. User Fee Adjustments**

## EMS Ambulance Transport Provider Agreement

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55.1 Agency Director shall approve annual increases to User Fees based on changes in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland ("CPI"). Annual rate increases shall be the greater of three percent (3%) or the increase of the CPI for any given year. Increases shall be determined forty-five (45) days after the end of each calendar year. All changes in the transport fees must be approved by SSV-EMS.

a. Should Contractor demonstrate to the Agency's satisfaction that an insured category is at least three(3) percent lower than that listed on page 9 of the RFP or that the self pay (Private Pay) category is at least three (3) percent higher than identified, such change shall be grounds for a rate adjustment as provided this Section.

55.2 Contractor and Agency acknowledge that the implementation of the Patient Protection and Affordable Care Act (the "Act") is set to occur during the initial term of this Agreement. Implementation of the Act has the potential to reduce Medicare and private insurance payments to Contractor and shift private insurance and other patients from their existing insurance arrangements to MediCal. Either one of these occurrences (reduction of Medicare payments or shifting of patients to MediCal) may make it impossible for Contractor to perform its duties under this Agreement. In such event Contractor shall notify Agency. Within thirty (30) days of such a notification, Contractor, County and Agency shall commence negotiations, in good faith, to amend this Agreement so that a viable system may be maintained in the EOA. Should such negotiations prove futile, either Contractor, County or Agency may terminate this Agreement upon 180 days prior written notice to the other party without such termination being deemed a breach of this Agreement or a "Walk Away."

55.3 In the event that changes occur within Butte County that substantially impact Contractor's costs of providing services, Contractor may request increases or decreases in User Fees.

### 56. Billing/Collection Services

56.1 Contractor shall establish a dedicated Customer Service Telephone Line, as set forth in this Agreement, including section 58.

## EMS Ambulance Transport Provider Agreement

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- 56.2 Contractor shall designate a local employee to handle service inquires and complaints.
  - 56.3 Contractor shall provide a billing and accounts receivable system that is well documented, easy to audit, and designed to minimize the effort required of patients to recover payments from insurance companies or other third party sources.
  - 56.4 Contractor shall make no attempts to collect its fees at the time of service. Contractor shall maintain and use a billing system that electronically generates and submits claims for patients receiving Medicare or Medi-Cal.
  - 56.5 Contractor shall not bill the individual requesting Services for a work-related injury at the time of injury
  - 56.6 Contractor shall include on all billing statements contact information for the person designated to respond to billing inquiries.
  - 56.7 Contractor shall conduct all billing and collection activity in a professional and courteous manner.
  - 56.8 Contractor shall submit its billing and collection policy to the Agency Director for review, prior to Service Start Date.
- 57. Accounting Procedure**
- 57.1 **Audits and Inspections**
    - a. Throughout the term of this Agreement, including any renewal periods, Contractor, at the end of each of its fiscal years, shall provide a statement of operations related to the performance of duties contained in this Agreement. Contractor shall report earnings in this statement of operations using generally accepted accounting principles (GAAP) within ninety (90) days of Contractor's fiscal year end for the single entity "Butte County EMS". Such statement of operations shall be reviewed by an independent accounting firm, selected and paid for by Contractor.
    - b. With reasonable notification and during normal business hours, Agency shall have the right to review any and all business records including financial

## EMS Ambulance Transport Provider Agreement

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records of Contractor pertaining to the Agreement. All records shall be made available to Agency at the Agency office or other mutually agreeable location.

- c. The Agency may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment agreements.

### **58. Customer Service Telephone Line**

- 58.1 Contractor shall establish and publish a *Customer Service Telephone Line* giving internal and external customers and system participants the ability to contact a designated liaison of the Contractor's leadership team.
- 58.2 The number may be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The number shall be published in the local telephone directory, on the Contractor's website, and publicized at local health care facilities, fire stations, and public safety agencies.
- 58.3 If the number is answered by an automatic greeting and/or menu selection, and should a caller inadvertently call the customer service line looking for emergency service, the initial message must immediately convey that this is a customer service line, if caller has an emergency hang up and dial 911.
- 58.4 A management designee must return the call to the customer within 24 hours, 90% of the time. Incidents that require follow up to the customer should be resolved by the end of the next business day from when the call was received, and if not possible, a call should be made to the customer with the status of the request.
- 58.5 **Handling Service Inquiries and Complaints:**
  - a. Contractor shall log the date and time of each inquiry and service complaint. Contractor shall provide a prompt response and follow-up to each inquiry and complaint. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.
  - b. Contractor shall submit to the Agency a list of all complaints received and the disposition/resolution on a monthly basis. Copies of any inquiries and resolutions of a clinical nature shall be referred to the EMS Medical Director using the EMS Unusual Occurrence procedure, within twenty-four (24) hours

## EMS Ambulance Transport Provider Agreement

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of the initial inquiry.

- c. Contractor shall submit to the EMS Director a description of the Contractor's process for managing service complaints prior to the Service Start Date.

### **59. Contractor's Compensation to the Agency**

#### **59.1 Annual Agency Support Fees**

Contractor shall pay to the Agency a sum of \$50,000 no later than 30 days after execution of this agreement. An annual fee of \$20,000 shall be paid July 1 of every subsequent year.

## **ADMINISTRATIVE PROVISIONS**

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### **60. Annual Performance Evaluation**

The Agency may evaluate the performance of the Contractor on an annual basis. Contractor shall provide a report to the Agency to assist in this evaluation within 60 calendar days of written notice by Agency of its intention to conduct a performance evaluation. The report is to include the following information:

- a. Response Time performance
- b. Clinical performance
- c. Innovative programs that have been initiated to improve system performance
- d. Update on its work force, including efforts to minimize employee turnover
- e. Update on community education programs and other community initiatives
- f. Other information as requested by Agency
- g. Other information Contractor would like considered by Agency.

### **61. Assurance of Performance**

61.1 If at any time, the Agency believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor is not performing the Services as required by this Agreement, Agency may request from Contractor prompt written assurances of performance and a written plan acceptable to Agency, to correct the deficiencies in Contractor's performance.

## EMS Ambulance Transport Provider Agreement

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**61.2** Contractor shall provide written assurances and a written plan within ten (10) calendar days of its receipt of Agency's request and shall thereafter diligently commence and fully perform such written plan.

**61.3** Contractor's failure to provide such written assurances and written plan within the required time is a material breach of this Agreement.

### **62. Material Breach**

**62.1** Willful failure of Contractor to provide Services under this Agreement in substantial compliance with the requirements of the applicable Federal, State, and Agency of Butte laws, rules, and regulations shall constitute a material breach by Contractor. Minor infractions of such requirements shall not constitute a material breach unless such infractions are willful and repeated.

**62.2** Acts or omissions that shall constitute a material breach by Contractor include but are not limited to the following:

- a. Willful falsification of data supplied to Agency during the course of operations, including but not limited to dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under Agreement;
- b. Willful failure to maintain equipment in accordance with the requirements of this Agreement;
- c. Willful attempts to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;
- d. Chronic and persistent failure to require employees to conduct themselves in a professional and courteous manner, and to present a professional appearance;
- e. Willful failure of Contractor to comply with approved rate setting, billing, and collection procedures;
- f. Repeated failure to meet Response Time requirements after receiving notice of non-compliance from the EMS Director;

## EMS Ambulance Transport Provider Agreement

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- g. Failure to maintain the required insurance or to provide and maintain the required performance security bond;
- h. Willful failure to comply with vehicle lease provisions;
- i. Willful and repeated material breaches of Contractor's backup provisions.]
- j. Willful failure to comply with executed Mutual-Aid agreements;
- k. Failure to timely obtain and maintain the necessary licensing and/or certification required by law to provide Services;
- l. Failure to perform as a single entity in its responsibilities under this Agreement; it being understood, however, that Contractor will be subcontracting certain operations to the Affiliated Organizations.

62.3 Following Agency's announcement of initiation of a new procurement process, and prior to termination of Services under this Agreement, the following shall be considered a material breach by Contractor:

- a. Deliberate, excessive, and unauthorized scaling-down of operations.
- b. Attempts to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing providers.

### **63. Notice and Cure of Material Breach**

- 63.1 Agency shall give Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of a material breach.
- 63.2 Contractor shall have the right to cure the material breach within ten (10) calendar days of receipt of notice. Within twenty-four (24) hours of receipt of a material breach notice, Contractor shall deliver to Agency, in writing, a plan of action to cure the material breach.
- 63.3 If the material breach, by its nature, cannot reasonably be cured within ten (10) calendar days, Contractor may request additional time to complete cure of the breach.

### **64. Agency Remedies**

## EMS Ambulance Transport Provider Agreement

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- 64.1 Agency shall have the right to terminate this Agreement in addition to any other legal remedy in the event of a material breach that is not cured within the time specified.
- 64.2 Agency's remedies for any breach are non-cumulative and in addition to any other remedy available to the Agency.
- 64.3 If the Agency determines any breach has occurred, Agency may require Contractor to submit a corrective action plan. Failure to submit and implement any requested corrective action plan may be considered a material breach.

### 65. Continuous Service Delivery

Contractor agrees that there is a public health and safety obligation to assist Agency in every effort to ensure uninterrupted and continuous service delivery in the event of a material breach, even if Contractor disagrees with the determination of material breach.

### 66. Emergency Takeover

- 66.1 If the Board by majority vote determines that the health and safety of Butte County residents would be endangered by allowing Contractor to continue providing Services, Agency may take over the provision of Services on an emergency basis ("Emergency Takeover"). The Board shall give notice to Contractor of the date and time the Emergency Takeover shall be effective.
- 66.2 Upon notice of an Emergency Takeover, Contractor shall promptly and continually cooperate with Agency to effectuate an orderly transition. This shall include, but not be limited to:
  - a. Immediate delivery to Agency, or its designee, of all Service Vehicles, and equipment used to provide Services ("Emergency Takeover Equipment"). Each Ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of ALS Ambulances, in accordance with EMS Policies.
  - b. Immediate access to and use of all locations used to provide Services, including, but not limited to, those locations where Contractor places its Ambulances ("crew stations") during the Emergency Takeover.

## EMS Ambulance Transport Provider Agreement

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- 66.3 Failure of Contractor to cooperate fully with the Agency in the event of an Emergency Takeover shall constitute a material breach.
- 66.4 As of the date the Emergency Takeover is effective, all of Contractor's Service Vehicles, fully equipped for provision of Services, shall be deemed leased to the Agency, during the Emergency Takeover, at the rate of \$1.00 (One Dollar) per month per vehicle.
- 66.5 Agency may recover from Contractor costs associated with an Emergency Takeover including ongoing rent payments and other liabilities.
- 66.6 Contractor shall inform and provide a copy of takeover provisions contained herein to all vehicle and real property lien holder(s) within five (5) calendar days of Emergency Takeover
- 66.7 Agency, by a majority vote of the Board, may discontinue the Emergency Takeover at any time, and return the Emergency Takeover Equipment to Contractor, who shall resume providing Services pursuant to the full terms and conditions of the Agreement.
- 66.8 Agency shall return Emergency Takeover Equipment to Contractor in good working order, normal wear and tear excepted, at the end of the Emergency Takeover. Otherwise, Agency shall pay Contractor the fair market value of the Emergency Takeover Equipment as of the commencement of the Emergency Takeover, or shall pay Contractor the reasonable costs of repair, or shall promptly repair and return such Emergency Takeover Equipment.
- 67. Termination**
- 67.1 Mutual Termination**
- This Agreement may be terminated early by mutual consent of the Contractor and the Agency.
- 67.2 Walk Away by Contractor**
- If Contractor stops providing Services prior to the termination of this Agreement ("Walk Away"), the following provisions shall apply; however in no event shall Contractor give notice to Agency less than 90 days prior to stopping Services:

## EMS Ambulance Transport Provider Agreement

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- a. Agency may lease any and all Service Vehicles, including, but not limited to, fully-equipped Ambulances and Supervisor Vehicles, for one dollar (\$1.00) per month per vehicle. Agency shall have full use of vehicles and equipment and may, at Agency's sole option, hire a management company to manage ambulance operations until a replacement provider for the EOA is selected through a Agency procurement process. The lease agreement shall be non-transferrable to a new ambulance provider, and shall terminate on the services start date of the new provider.
- b. Contractor shall fully cooperate if Agency elects to lease any or all Service Vehicles pursuant to this provision. Agency shall be responsible for insuring all vehicles it leases pursuant to this provision. Alternatively, Agency may elect to purchase the vehicles at their depreciated value as of the date of such election. Agency shall have sole discretion as to which vehicles it leases or purchases pursuant to this provision.

Contractor and Agency shall negotiate a contingent lease agreement prior to Service Start Date.

### 67.3 Termination for Cause

- a. If Contractor fails to cure any material breach, following notice and opportunity to cure, Agency, upon written notice to Contractor, may terminate this Agreement for cause. The termination shall be effective on the date specified in the written notice.
- b. Contractor shall be responsible for all costs incurred by Agency due to termination for cause.
- c. In the event of termination for cause, Agency may purchase any Service Vehicles at the current depreciated value as of the effective date of the termination. Alternatively, Agency may elect to rent the Service Vehicles for fair market rental price, as of the effective date of the termination, as determined by a neutral appraiser. Agency shall have sole discretion as to which vehicles it purchases or rents pursuant to this provision.

### 67.4 End-of-Term Provisions

## EMS Ambulance Transport Provider Agreement

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- a. Contractor shall make no changes in methods of operation for purposes of reducing Service or Contractor's operating costs prior to termination of the Agreement, without the written consent of Agency.
- b. Contractor shall make no changes prior to termination of the Agreement that could increase costs to a new provider.
- c. Contractor shall have ninety (90) calendar days after termination of the Agreement in which to supply the required financial Statements and other such documentation necessary to facilitate the close out of the Agreement at the end of the term or such later time as may be reasonably required to prepare the documents.

### **FUTURE COMPETITIVE PROCUREMENT PROCESS / "LAME DUCK" PROVISIONS**

#### **68. Competitive Procurement Process**

- 68.1 Agency has the right to conduct a competitive procurement process for the provision of medical Ambulance service within its EOA, and a requirement to do so at certain time intervals.
- 68.2 Agency may select a different Ambulance service provider to provide exclusive medical Ambulance services within the EOA following a competitive procurement process.
- 68.3 Contractor shall continue to provide all Services after notification by Agency of its intent to initiate a competitive procurement process. Contractor shall be in material breach if it does not continue Services at the same level of effort and performance as were in effect prior to a notice of intent to initiate a competitive procurement process.
- 68.3 Contractor shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing proposers, and shall allow, without penalty, its employees to sign contingent employment agreements with competing proposers. Contractor may prohibit its employees from revealing trade secrets or other information about Contractor's business practices or field operations.

#### **69. "Lame Duck" Provisions**

## EMS Ambulance Transport Provider Agreement

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- 69.1 If and when Agency announces its intent to change providers, Contractor agrees to continue to provide all Services until the Agency or a new provider assumes responsibilities for provision of Services. This shall include any time period after notification by Agency of its intent to initiate a competitive procurement process.
- 69.2 Contractor shall be in material breach if it does not continue all operations and Services at the same level of effort and performance as were in effect prior to notice of intent to change providers.
- 69.3 Contractor shall make no changes in methods of operation for purposes of reducing Service or Contractor's operating costs prior to termination of the Agreement, without the written consent of Agency.
- 69.4 Contractor shall make no changes prior to termination of the Agreement that could increase costs to a new provider. Contractor shall allow its employees providing Services reasonable opportunities to discuss issues related to employment with a new provider without adverse consequences.

### GENERAL PROVISIONS

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#### 70. Permits and License

- 70.1 Contractor shall be responsible for and shall hold any and all required Federal, State or local permits or licenses required to perform its obligations under the Agreement.
- 70.2 Contractor shall make all necessary payments for licenses and permits for all Ambulance vehicles used.
- 70.3 It shall be entirely the responsibility of Contractor to schedule and coordinate all applications and application renewals as necessary to ensure that Contractor is meeting its obligation under the Agreement and is in complete compliance with Federal, State and local requirements for permits and licenses as necessary to provide the services.
- 70.4 Contractor shall be responsible for ensuring that its employee's State and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

**71. Private Work**

Contractor shall not be prevented from conducting private work that does not interfere with the requirements of the Agreement or allocation of overhead. In the event Contractor does private work outside of the Agreement, and if any overhead costs are shared between the two businesses, financial information provided regarding the Agreement shall clearly identify the relation and percentage shared.

**72. Product Endorsement/Advertising**

Contractor shall not use the name of Agency for the endorsement of any commercial products or services without the expressed written permission of the EMS Director.

**73. Observation and Inspections**

73.1 Agency representatives may, at any time, and without notification, directly observe Contractor's operations at the Dispatch Center, maintenance facility, or any Ambulance post location. An Agency representative may ride as "third person" on any of Contractor's Ambulance units at any time, provided that in exercising this right to inspection and observation, Agency representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor employee's duties, and shall at all times be respectful of Contractor's employer/employee relationships.

73.2 At any time during normal business hours and as often as may be reasonably deemed necessary by the Agency, Agency representatives may observe Contractor's office operations, and Contractor shall make available to Agency for its examination any and all business records, including incident reports, patient records, financial records of Contractor pertaining to the Agreement. Agency may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, employment agreements, and other documentation for Agency to fulfill its oversight role.

**74. No Cost to Agency**

Contractor agrees that the provision of Services to be performed by Contractor under this Agreement shall be completed without compensation from the Agency.

**75. Cost of Enforcement**

If Agency or Contractor institutes litigation against the other party to enforce its rights pursuant to performing the work contemplated herein, the actual and reasonable cost of litigation incurred by the prevailing party, including but not limited to: a) attorney's fees, b) consultant and expert fees, or c) other such costs, shall be paid or reimbursed within ninety (90) calendar days after receiving notice by the party which prevails.

**76. Relationship of the Parties**

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the Agency and Contractor.

**77. Independent Contractor**

**77.1** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the Agency in any capacity whatsoever, and Agency shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

**77.2** Contractor, its employees, subcontractors and agents shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

**77.3** Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including Federal and State income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold Agency harmless from any and all liability which Agency may incur because of Contractor's failure to pay such amounts.

77.4 Contractor shall comply with all applicable Federal and State workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees shall be considered as independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of Agency.

**78. Indemnification**

78.1 To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the Sierra-Sacramento Valley EMS Agency, its employees, agents and Board of Director's and the County of Butte, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of Services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss there from, or to any violation of Federal, State or municipal law or regulation, which arises out of or is any way connected with the performance of this Agreement (collectively "Liabilities"), except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnity. The Agency may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

**79. Insurance and Bond**

79.1 Performance Security Bond: Thirty (30) days prior to the Service Start Date of this Agreement, Contractor shall furnish a performance bond payable to Agency issued by a licensed surety, acceptable to Agency, in the amount of one million dollars (\$1,000,000.00) in one of the following forms:

- a. A faithful performance bond issued by a bonding company, appropriately licensed and acceptable to Agency; or
- b. An irrevocable letter of credit issued pursuant to this provision in a form acceptable to Agency and from a bank or other financial institution acceptable to Agency.

## EMS Ambulance Transport Provider Agreement

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The Performance Bond shall remain in effect at all times during the term of this Agreement, including any renewal term.

79.2. Contractor shall at all times during the term of the Agreement with the Agency maintain in force the *following*.

- a. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:** The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold Agency and County of Butte free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Agency or COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Agency or COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the Agency/COUNTY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of Agency/COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above, the term COUNTY means Butte County or its officers, agents, employees, and volunteers.

**b. INSURANCE:** CONTRACTOR shall file with Agency concurrently herewith a Certificate of Insurance, in companies acceptable to Agency, with a Best's Rating of no less than A-: VII showing the following:

**c. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:** Workers' Compensation Insurance shall be provided as required by any applicable law or regulation.

## EMS Ambulance Transport Provider Agreement

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Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be changed without first giving thirty (30) days' prior written notice and ten (10) days' prior written notice of cancellation for non-payment of premium to Agency."

Waiver of Subrogation - The Workers' Compensation policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against Agency/Butte County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR.

CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

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**d. GENERAL LIABILITY INSURANCE:**

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.
- B. One of the following forms is required:
- (1) Comprehensive General Liability;
  - (2) Commercial General Liability (Occurrence); or
  - (3) Commercial General Liability (Claims Made).
- C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- One million dollars (\$1,000,000) each occurrence
  - Two million dollars (\$2,000,000) aggregate
- D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:
- (1) The limits of liability shall not be less than:
    - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
    - One million dollars (\$1,000,000) for Products-Completed Operations
    - Two million dollars (\$2,000,000) General Aggregate
  - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- E. Special Claims Made Policy Form Provisions:
- CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:
- (1) The limits of liability shall not be less than:
    - One million dollars (\$1,000,000) each occurrence (combined single limit

## EMS Ambulance Transport Provider Agreement

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for bodily injury and property damage)

→One million dollars (\$1,000,000) aggregate for Products-Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

F. Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by Agency as noted above. In no cases shall the types of policies be different.

e. ENDORSEMENTS: Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

A. "Sierra-Sacramento Valley EMS Agency, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the Sierra-Sacramento Valley EMS Agency with respect to any insurance or self-insurance programs maintained by the Sierra-Sacramento Valley EMS Agency and no insurance held or owned by the Sierra-Sacramento Valley EMS Agency shall be called upon to contribute to a loss."

C. "This policy shall not be changed without first giving thirty (30) days' prior written notice and ten (10) days' prior written notice of cancellation for non-payment of premium to the County of Butte."

f. AUTOMOBILE LIABILITY INSURANCE: Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined

single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles and trucks.

g. **PROFESSIONAL LIABILITY INSURANCE:**

- A. Professional Liability Insurance coverage shall be provided in the amount of not less than three million dollars (**\$3,000,000**) in aggregate.
- B. If CONTRACTOR subcontracts for professional services in support of CONTRACTOR'S work provided for in this Agreement, Professional Liability Insurance shall be provided by the subcontractor in an amount not less than three million dollars (**\$3,000,000**) in aggregate.
- C. The insurance coverage provided shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

h. **ADDITIONAL REQUIREMENTS:**

**Premium Payments** - The insurance companies shall have no recourse against Agency and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

**Policy Deductibles** - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR'S insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

**CONTRACTOR'S Obligations** - CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

**Verification of Coverage** - CONTRACTOR shall furnish Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Agency before work commences. However, failure to obtain the required documents

prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Material Breach** - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

**80. Workers' Compensation**

Contractor shall provide Workers' Compensation insurance, at Contractor's own cost and expense and further, neither the Contractor nor its insurer shall be entitled to recover from Agency any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

**81. Conformity with Law and Safety**

**81.1** In performing Services under this Agreement, Contractor shall, at all times, observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including Federal, State, municipal, and local governing bodies, having jurisdiction over the Services, including, but not limited to, all applicable provisions of the California Occupational Safety and Health Act. It shall be Contractor's sole responsibility to be fully familiar with all such applicable laws, ordinances, and regulations.

**81.2** Contractor shall indemnify and hold Agency and County of Butte harmless from any and all liability, fines, penalties and consequences from any failure by Contractor to comply with such laws, ordinances, codes and regulations.

**81.3** **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement and warrants submission of an Agency EMS Unusual Occurrence Report (as per EMS Policy). Contractor shall immediately notify Agency. The EMS person on call shall immediately notify the Agency Director or designee by telephone. If after business hours, this message may be delivered as a text message. Contractor shall promptly submit to Agency a written report, in such form as may be required by Agency of such accidents, which occur in connection with this Agreement. This report must

include the following information: a) name and address of the injured or deceased person(s); b) name and address of Contractor's sub-Contractor, if any; c) name and address of Contractor's liability insurance carrier; and d) a detailed description of the accident and whether any of Agency's equipment, tools, material, or staff were involved.

- 81.4 Contractor shall take all reasonable steps to preserve all physical evidence and information which may be relevant to an accident involving personal injury, death, or property damage, while maintaining public safety, in order to afford Agency the opportunity to review and inspect such evidence, including the scene of the accident

**82. Debarment and Suspension Certification**

82.1 Contractor shall comply with applicable Federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations ("CFR") 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- 82.2 Contractor certifies to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; and,
  - b. Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

**83. Taxes**

Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

**84. Ownership of Documents**

84.1 Contractor assigns to Agency all copyright and other use rights in any and all proposals, plans, specifications, reports and related documents (including computerized or electronic copies relating to Services, whether prepared by Agency, Contractor, or third parties at Contractor's request (collectively, "Documents and Materials").

- 84.2 Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of any Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by Agency to effectuate assignment of rights in the Documents and Materials to Agency. If for any reason this assignment is not effective, Contractor hereby grants Agency and any assignee of Agency license to retain and use such Documents and Materials at no cost to Agency. The Agency's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials.
- 84.3 In Contractor contracts with third parties to provide Services, Contractor shall expressly obligate its subcontractors to grant Agency the assignment and license rights regarding the Documents and Materials as set forth above. Contractor agrees to defend, indemnify and hold Agency harmless from any damage caused Contractor's failure to secure such rights from its subcontractors.
- 84.4 Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or used by Contractor for the Services, and shall defend, indemnify and hold Agency harmless from any claims for infringement of patent or copyright arising out of such use. The Agency's rights under this Paragraph shall not extend to any computer software used to create such Documents and Materials.

**85. Documents and Materials**

- 85.1 Contractor shall maintain and make available to Agency for its inspection and use during the term of this Agreement all Documents and Materials, as defined above. This duty shall continue for three (3) years following termination or expiration of this Agreement. Contractor shall not dispose of, destroy, alter, or mutilate such Documents and Materials, for three (3) years following termination or expiration of this Agreement.
- 85.2 **Retention of Records** - Contractor shall retain all documents pertaining to the Agreement as required by Federal and State laws and regulations, and no less than seven (7) years from the end of the fiscal year following termination or expiration of this Agreement. Upon request, and except as otherwise restricted by law,

Contractor shall make these records available to authorized representatives of the Agency, the State of California, and the Federal government.

**85.3 Time of Essence** - Time is of the essence in respect to all provisions of this Agreement that specify a time for performance. This requirement shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed by this Agreement.

**86. Conflict of Interest/Confidentiality**

**86.1** Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Contractor represents to and agrees with Agency that Contractor has no present, and shall have no future, conflict of interest between providing Services to Agency and to any other person or entity (including but not limited to any governmental agency) which has any interest adverse or potentially adverse to the Agency, as determined in the reasonable judgment of the Board of Supervisors of the Agency.

**86.2** Contractor agrees that any confidential information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the Agency shall be kept confidential and shall not be disclosed to any other person. Contractor agrees to immediately notify Agency in accordance with this Agreement, if it is requested to disclose any confidential information made known to or discovered by it during the performance of or in connection with this Agreement.

**86.3** These conflict of interest and confidentiality provisions shall remain fully effective five (5) years after termination of this Agreement.

**87. Notices**

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

**87.1 Personal Delivery:** When personally delivered to the recipient, notices are effective on delivery.

EMS Ambulance Transport Provider Agreement

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- 87.2 **First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.
- 87.3 **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- 87.4 **Overnight Delivery:** When delivered by overnight delivery (e.g., Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- 87.5 **Facsimile Transmission:** When sent by facsimile to the last facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that: a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
- 87.6 **Addresses for purpose of giving notice are as follows:**

To Agency: Sierra-Sacramento Valley EMS  
5995 Pacific St.  
Rocklin, CA  
Attn: Victoria Pinette  
(Fax)916.625.1730

To Contractor: Butte County Emergency Medical Services, LLC  
Attn: Byron Parsons  
333 Huss Drive, Suite 100  
Chico, CA 95928  
(Fax)530.897.6347

With a copy to:

Enloe Medical Center  
Attn: Marty Marshall  
1531 Esplanade  
Chico, CA 95926

(Fax)530.893.6889

87.7 Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

87.8 Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

**88. Use of Agency Property**

Contractor shall not use Agency property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

**89. Equal Employment Opportunity Practices Provisions**

89.1 Contractor shall comply with Title VII of the Civil Rights Act of 1964 and Contractor agrees that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

89.2 Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, State that it is an "Equal Opportunity Employer" or that all qualified applicants shall receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

89.3 Upon request by Agency, Contractor shall certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

89.4 Upon request by Agency, Contractor shall provide Agency with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

89.5 Contractor shall actively recruit and encourage minority and women-owned businesses to bid its subcontracts.

89.6 Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act that is prohibited by law.

89.7 The Contractor shall include the provisions set forth in this section in each of its subcontracts.

**90. Drug Free Workplace**

Contractor and its employees shall comply with the Agency's policy of maintaining a drug free workplace. Neither Contractor nor its employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at Contractor's facility or work site, Contractor shall, within five (5) calendar days thereafter, notify the EMS Director. Violation of this provision shall constitute a material breach of this Agreement. Contractor shall have a policy in place for random drug testing of any employee providing patient care or operating Contractor's vehicles.

**91. Waiver**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

**92. Entire Agreement**

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between the parties relating to the subject matter of this Agreement.

This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof.

**93. Headings**

Headings herein are for convenience of reference only and shall in no way affect the interpretation of the Agreement.

**94. Modification of Agreement**

94.1 This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

**95. Subcontracting/Assignment/Sale**

95.1 Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without Agency's prior written approval, which shall not be unreasonably withheld or delayed Agency hereby consents to the execution of Ambulance Services Agreements (the form of which is attached hereto as Exhibit F) between Contractor and each of the Affiliated Organizations, said agreements to be substantially in the form provided to Agency by Contractor with such material changes as Contractor and Agency may mutually agree. Some of Contractor's obligations hereunder may be fulfilled by the Affiliated Organizations (e.g., those obligations set forth in sections 31.1 through 31.10). Agency accepts the ability of the Affiliated Organizations to satisfy certain obligations under this Agreement; provided, however, that such acknowledgement shall not be deemed to release Contractor from any duty or obligation under this Agreement; nor shall Agency be required to accept an Affiliated Organizations performance in instances where it deems the obligation to be required to be performed by Contractor.

Agency may terminate this Agreement if Butte County Emergency Medical Services, LLC. is sold or acquired or otherwise changes ownership without Agency's prior written consent to continuation of this Agreement under changed ownership.

95.2 Neither party shall, on the basis of this Agreement, contract on or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

95.3 Contractor shall be responsible for compliance by its subcontractors with all applicable the terms of this Agreement.

**96. Survival**

The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification, Ownership of Documents, and Conflict of Interest, shall survive termination or expiration.

**97. Severability**

If a court of competent jurisdiction holds that any provision of this Agreement is illegal, unenforceable, or invalid in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of them, shall not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

**98. Patent and Copyright Indemnity**

98.1 Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to Agency under this Agreement infringe any patent, copyright, or other proprietary right. Contractor shall defend, indemnify and hold harmless Agency, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with any claim that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. Agency shall: 1) notify Contractor promptly of such claim or suit; 2) permit Contractor to defend, compromise, or settle the claim; and, 3) provide, on a reasonable basis, information to enable Contractor to do so.

Contractor shall not agree without Agency's prior written consent, to any settlement, which would require Agency to pay money or perform some affirmative act in order to continue using the Contractor Products.

98.2 If Contractor is obligated to defend Agency pursuant to this Section and fails to do so after reasonable notice from Agency, Agency may defend itself and/or settle such claim or suit, and Contractor shall pay to Agency any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with Agency's defense and/or settlement of such claim or suit.

98.3 In the case of any such claim of infringement, Contractor shall either, at its option,  
a) procure for Agency the right to continue using the Contractor Products; or  
b) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

98.4 Notwithstanding this Section, Agency retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

**99. Choice of Law and Venue**

This Agreement shall be governed by the laws of the State of California. Venue for actions and proceedings between the parties related to this Agreement shall be Placer County Superior Court for state actions and the Northern District of California for any federal action.

EMS Ambulance Transport Provider Agreement

**SIGNATORY**

By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**IN WITNESS WHEREOF, the parties execute this Agreement:**

**Agency**

**Contractor**

By: Hank Weston  
Signature

By: Byron Parsons  
Signature

Name: Hank Weston

Name: Byron Parsons

Title: Chair, Sierra-Sacramento Valley EMS

Title: Managing Director, Butte County EMS, LLC

Date: \_\_\_\_\_

Date: 4/2/13

Victoria Pinette  
Name: Victoria Pinette

By: Marty Marshall  
Signature

Title: Director, Sierra-Sacramento Valley EMS

Date: 4/18/13

Approved as to form:

Name: Marty Marshall

Name: Brian Wirtz

Title: Managing Director, Butte County EMS, LLC

Title: Deputy County Counsel  
Date: B. Wirtz

Date: 4/12/2013

**Exhibits**

**EXHIBIT A - DEPICTION AND DEFINITION OF CONTRACTOR'S EOA AND  
EMERGENCY RESPONSE ZONES ..... 25**

**EXHIBIT B - RESPONSE TIMES REQUIREMENTS AND FINES**

**EXHIBIT C - CONTRACTOR'S USER FEES - 911 SYSTEM .....**

**EXHIBIT D - PROPOSAL OF BUTTE CO EMS ..... 25**

**EXHIBIT E - BUTTE COUNTY EMERGENCY MEDICAL SYSTEMS, LLC OPERATING AGREEMENT**

**EXHIBIT F - FORM OF AMBULANCE SERVICES AGREEMENT**

**EXHIBIT A - DEPICTION AND DEFINITION OF CONTRACTOR'S EOA AND  
EMERGENCY RESPONSE ZONES**

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**EXHIBIT B RESPONSE TIMES**

**EXHIBIT C - CONTRACTOR'S USER FEES - 911 SYSTEM**

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	<b>Effective 7/1/2013</b>
<b>Bundled Base Rate</b>	<b>\$2399</b>
<b>Mileage per mile</b>	<b>\$54.00</b>
<b>Oxygen</b>	<b>\$119</b>
<b>Wait Time (15 min) \$30.00</b>	
<b>Treat, Non-Transport</b>	<b>345.00</b>

**\*Treat, Non Transport Fee - shall be limited to patients who receive a medical intervention, such as intravenous medication administration, and subsequently refuse transport. Patient assessment, including ECG monitoring, does not constitute treatment.**

**EXHIBIT D - Proposal of Butte Co EMS**

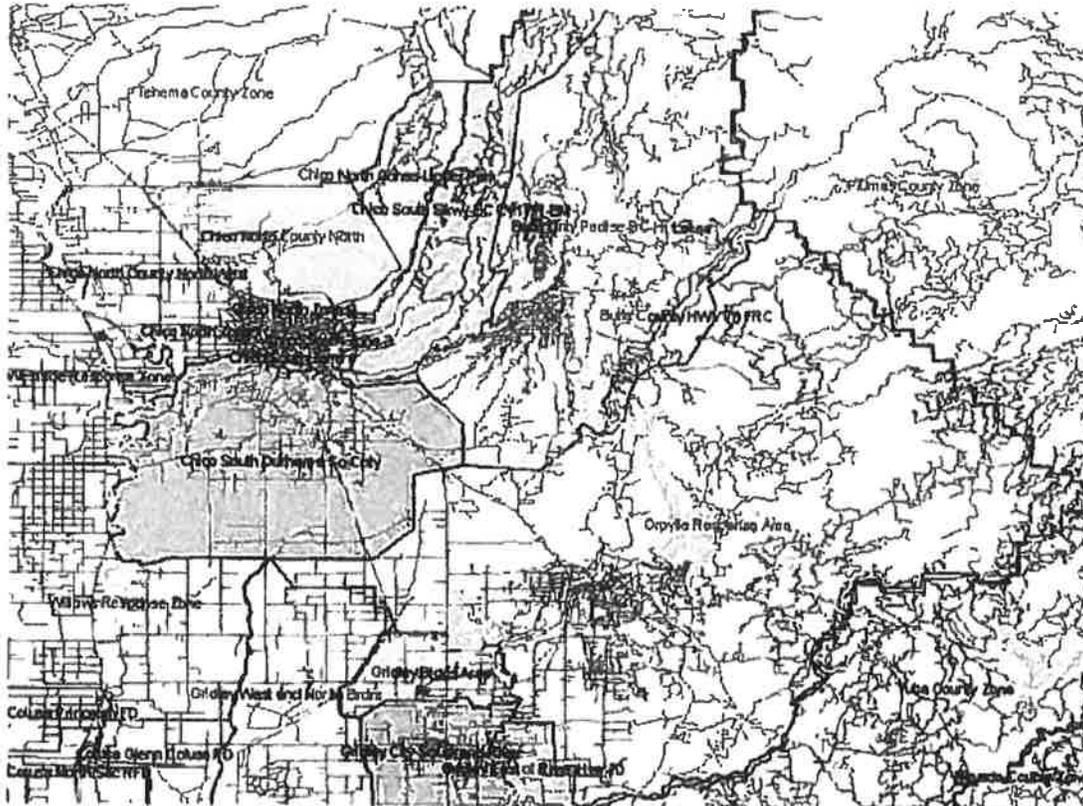
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**EXHIBIT E OPERATING AGREEMENT**

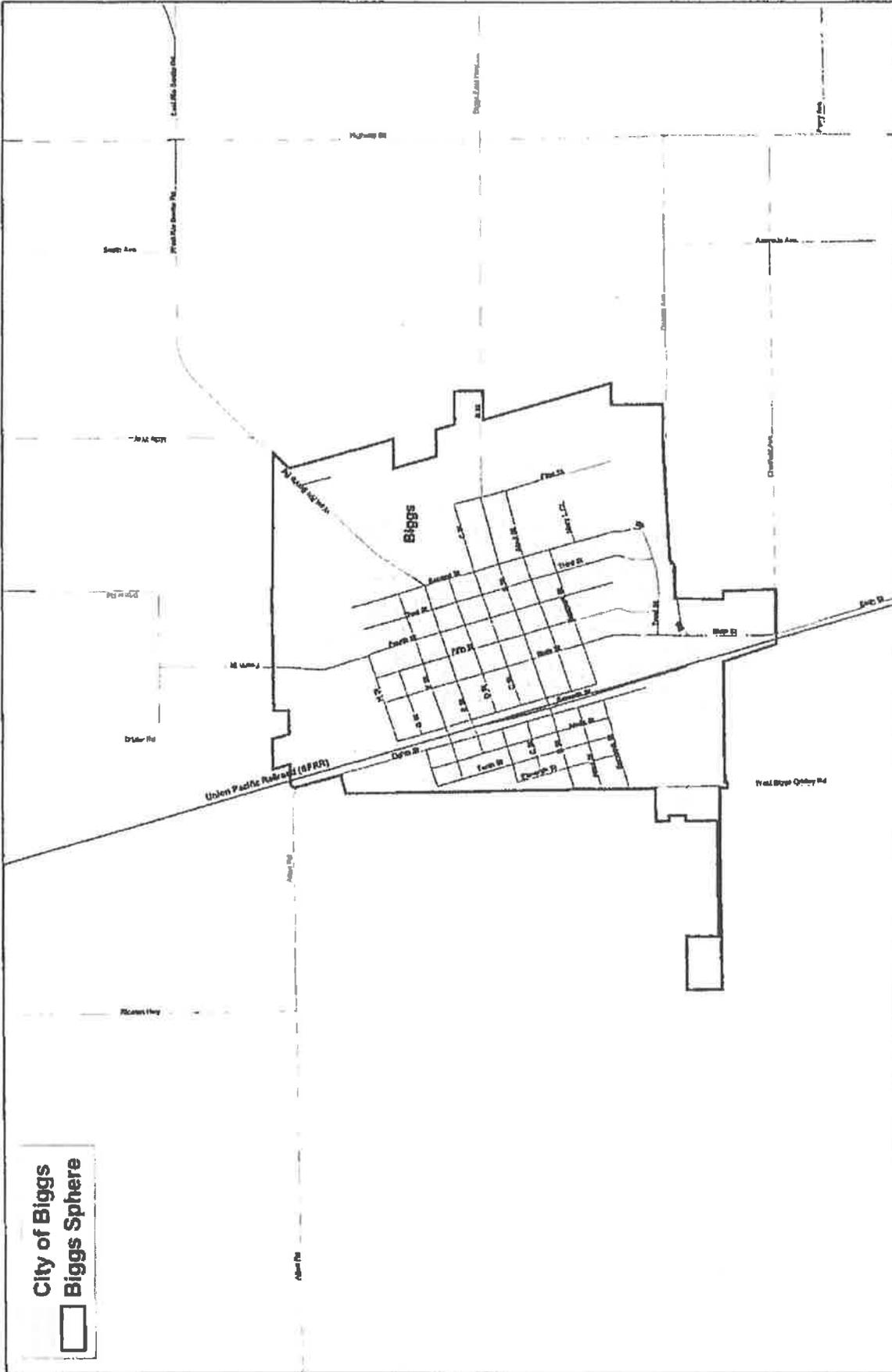
**EXHIBIT F AMBULANCE SERVICE AGREEMENTS**



**Appendix 2**  
**Exclusive operating areas**  
**(Biggs-Gridley EOA and Remainder of County EOA)**







City of Biggs Sphere



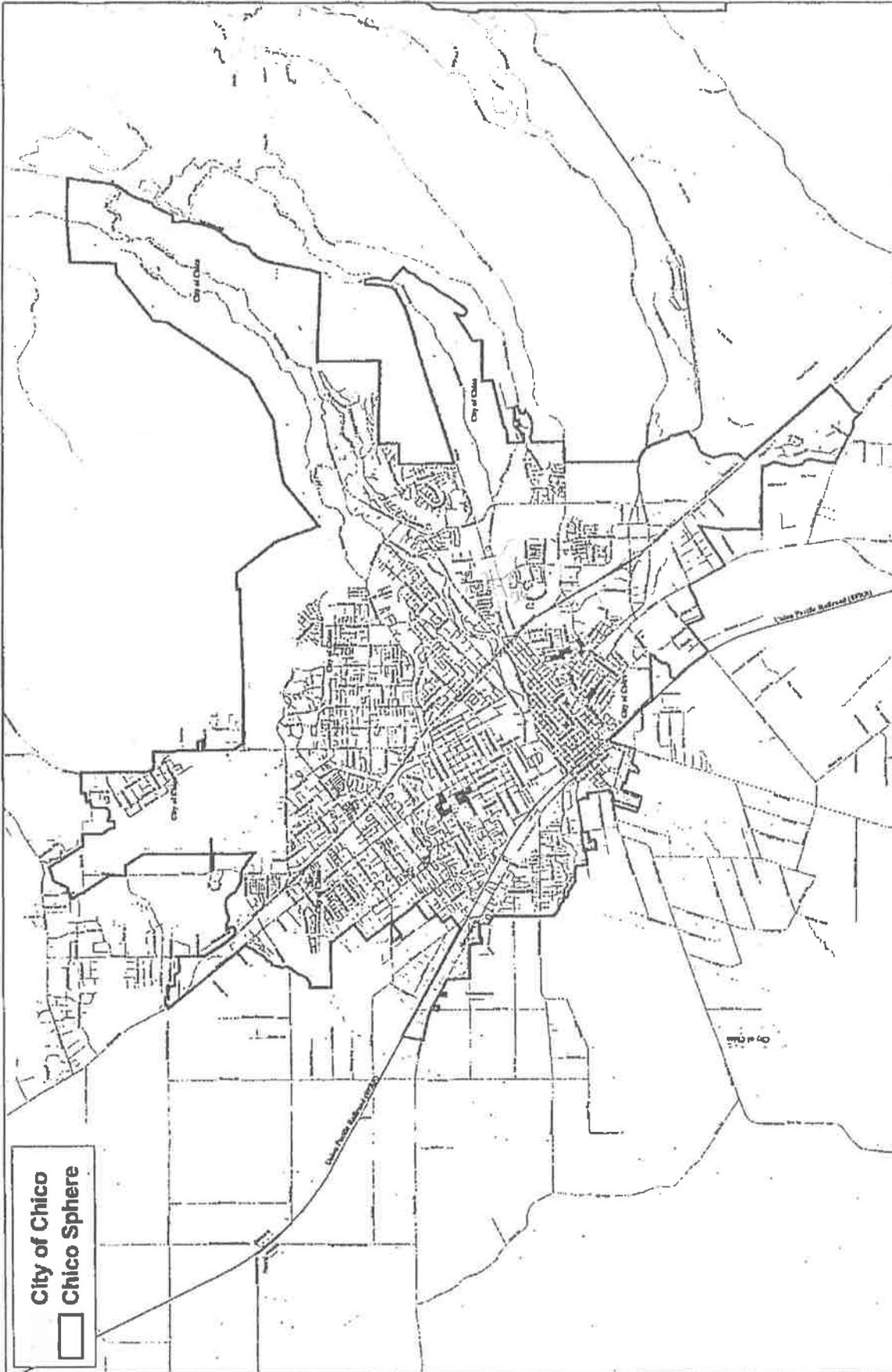
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**BUTTE LOCAL AGENCY FORMATION COMMISSION**

**City of Biggs Sphere**

Action:	Date:	Res.:	Agent:





**City of Chico Sphere**  
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**Chico Sphere**  
 [Thin Black Outline]



City of Chico Sphere



Data: Bess Query & LARCO  
 Digitization: project44/for\_illustrations  
 Chico\_sphere.apr. Updated: 01/23/08

**BUTTE LOCAL AGENCY FORMATION COMMISSION**

City of Chico Sphere

Action:

Date:

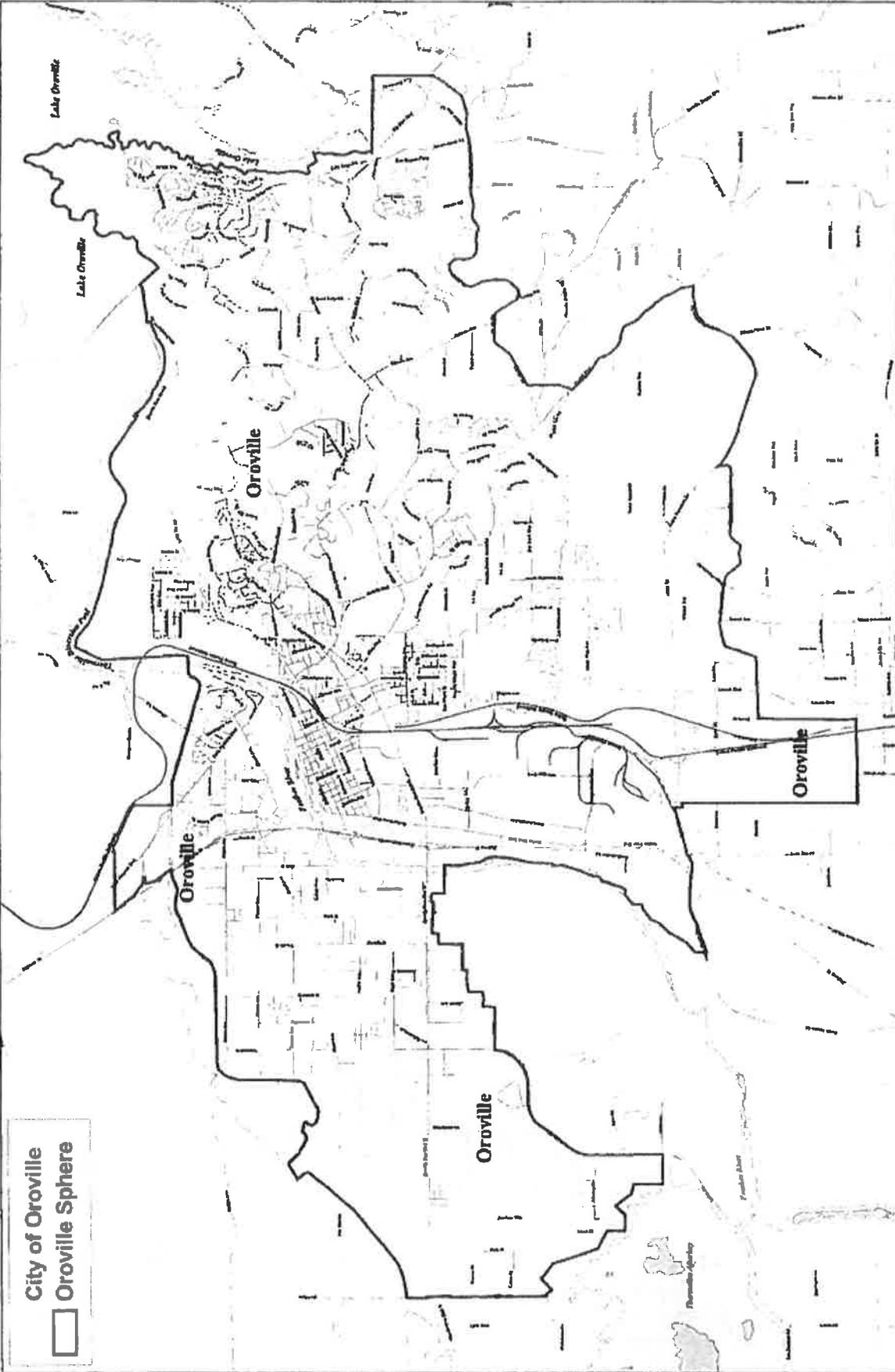
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Agent:









City of Oroville Sphere



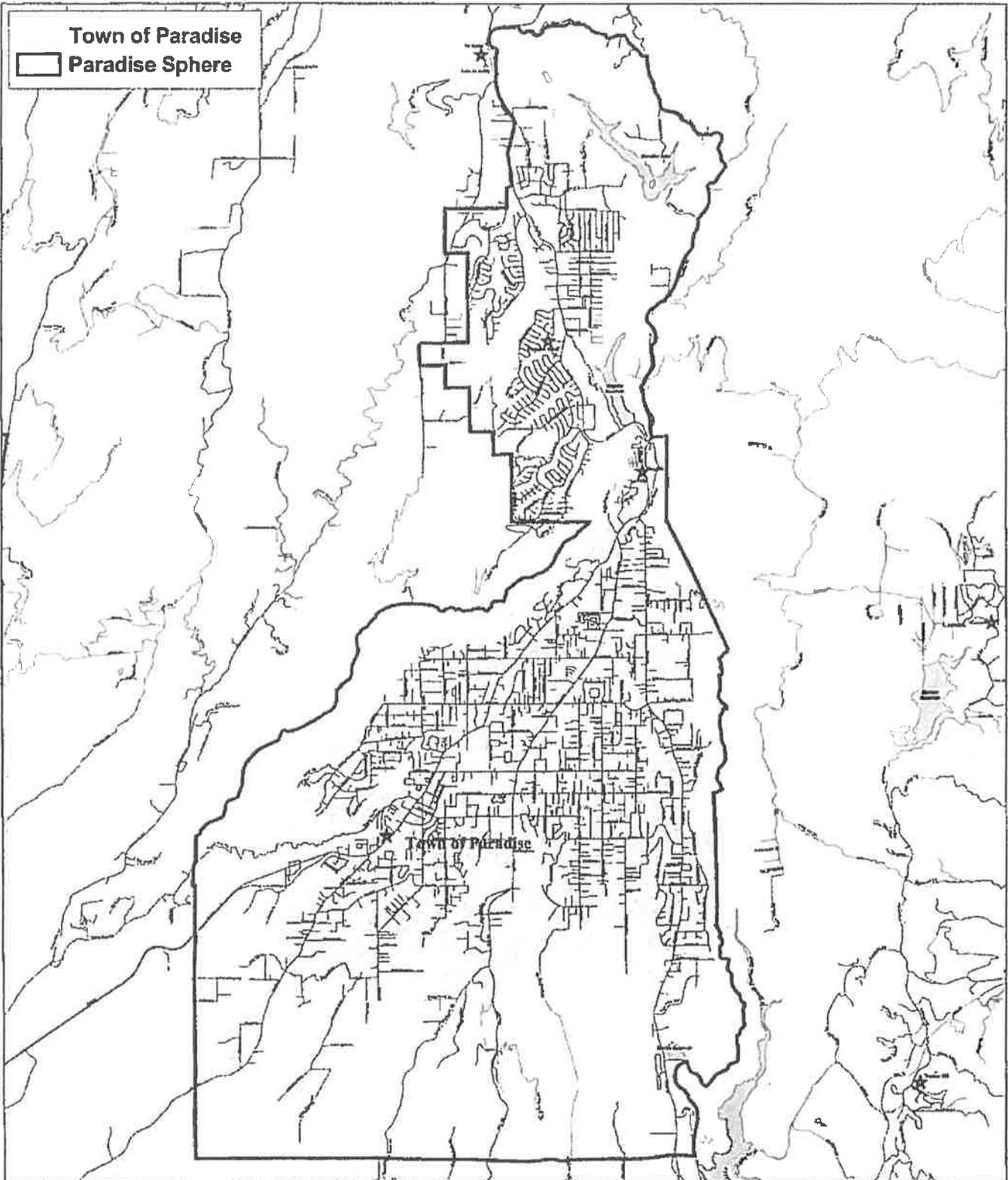
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**BUTTE LOCAL AGENCY FORMATION COMMISSION**

**City of Oroville Sphere**

Action:	Date:	Item:	Agent:





**BUTTE LOCAL AGENCY FORMATION COMMISSION**

**Town of Paradise Sphere**



Town of Paradise Sphere



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Action:	Date:	Res.:	Agent:





# Butte County

LAND OF NATURAL WEALTH AND BEAUTY

## BUTTE COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

Anne Robin, MFT, Behavioral Health Director - Alcohol and Drug Abuse Administrator

<input type="checkbox"/> ADMINISTRATION 109 Parmac Rd., Suite 2 Chico, CA 95926 TEL: 530-891-2850 FAX: 530-895-6549	<input type="checkbox"/> ADULT/YOUTH SERVICES 109 Parmac Rd., Suite 2 Chico, CA 95926 TEL: 530-891-2850 FAX: 530-895-6549	<input type="checkbox"/> COMMUNITY SERVICES 109 Parmac Rd., Suite 2A Chico, CA 95926 TEL: 530-891-2891 FAX: 530-891-2983	<input checked="" type="checkbox"/> ADMINISTRATIVE SUPPORT 109 Parmac Rd., Suite 1 Chico, CA 95926 TEL: 530-891-2980 FAX: 530-895-6548
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July 16, 2012

First Responder Emergency Medical Services, Inc.  
ATTN: Byron Parsons, Paramedic, President/CEO  
P.O. Box 24  
Chico, CA. 95927

RE: FY 2012/2013 Client Transportation Agreement

Dear Mr. Parsons:

Enclosed you will find a fully executed original of the above-mentioned contract for FY 12/13. Claims for payment will be processed as they are received and forwarded to the Auditor's Office for payment. The term of the contract will be July 1, 2012 through June 30, 2013 unless otherwise specified.

If you have questions with regard to payment of claims or fiscal/contract questions, please contact me at (530)879-3315. Should you have programmatic questions, please contact Tom Evans, Program Manager-Crisis Services at (530) 891-2950.

Sincerely,

Maureen Laprezioso, Administrative Analyst  
Administrative Support Division (ASD) – Contracts Unit  
Butte County Department of Behavioral Health

Enc.: Contract for FY 12/13 (1 Original)

cc: Don Taylor, Supervisor- PHF  
Tom Evans, Program Manager - Crisis Services

CONTRACT SERVICES AGREEMENT  
BETWEEN  
COUNTY OF BUTTE  
AND  
FIRST RESPONDER EMERGENCY MEDICAL SERVICES, INC.  
FY 12/13

CONTRACT NO.  
X19375  
COUNTY OF BUTTE

THIS AGREEMENT is made and entered into, by and between the County of Butte, a political subdivision of the State of California, through its Butte County Department of Behavioral Health, hereinafter referred to as COUNTY, and FIRST RESPONDER EMERGENCY MEDICAL SERVICES, INC. hereinafter referred to as PROVIDER.

WITNESSETH:

WHEREAS, the PROVIDER will provide services in accordance with the requirements of Title 9, Subchapters 3 and 4, of the California Administrative Code; and,

WHEREAS, the mental health services provided by the Department will be enhanced and improved by the services of the PROVIDER;

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties hereto agree as follows:

1. DUTIES OF PROVIDER

- A. Scope of service requirements are set forth in Exhibit A, incorporated by reference into this Agreement.

2. COMPENSATION AND METHOD OF PAYMENT

- A. For the performance of such services, COUNTY agrees to pay PROVIDER a maximum compensation of FOURTY-FOUR THOUSAND, THREE HUNDRED SEVENTY-THREE DOLLARS (\$44,373.00).
- B. COUNTY will compensate PROVIDER monthly in arrears for transport services and in accordance with the attached Exhibit B – Fee Schedule, incorporated by reference into this Agreement. PROVIDER shall bill the COUNTY by submitting a Claim for Professional and Special Services form provided by COUNTY, Exhibit C, incorporated by this reference into the Agreement. The claim shall be in statement format and contain the following information: service dates, patient identification numbers, patient charges, and the total monthly charge. A detailed invoice (HCFA-1500) will be provided for each patient transport listed on the monthly claim. For each month throughout the term of this Agreement, PROVIDER shall submit to COUNTY a claim with required supporting documentation within 10 days of the prior month end. A completed W-9, Request for Taxpayer Identification Number and Certification, shall be submitted with the initial invoice.
- C. This Agreement provides for the full compensation to PROVIDER for services required hereunder.
- D. PROVIDER shall submit all claims for services rendered via this Agreement within 30 days of contract termination date. COUNTY shall not pay claims received after 30 days of contract termination date unless claims are approved by the Director of Butte County Department of Behavioral Health.

3. DURATION AND TERMINATION

- A. The term of this Agreement shall be from July 1, 2012 through June 30, 2013.
- B. Either the PROVIDER or the COUNTY may terminate this Agreement at any time by serving thirty (30) days written notice upon the other party.
- C. The COUNTY may terminate this Agreement immediately upon serving notice to the PROVIDER if the PROVIDER is found to not be in compliance with any section of this Agreement or if it is determined by the COUNTY that the PROVIDER has engaged in personal or professional misconduct.
- D. The COUNTY may terminate this Agreement immediately in the event that the State of California does not allocate monies sufficient to fund it or in the event the Board of Supervisors does not appropriate monies adequate to fund it, provided, however, that PROVIDER shall be reimbursed for all services furnished to COUNTY through date of termination.

4. GENERAL

A. PROVIDER STATUS

- (1). It is understood and agreed that PROVIDER is an independent contractor and that no relationship of employer-employee exists between the parties hereto. PROVIDER shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, Workers' Compensation, medical insurance, sick leave, etc. COUNTY is not required to make any deductions from the compensation payable to PROVIDER under the provisions of this Agreement. As an independent contractor, PROVIDER hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (2). It is further understood and agreed by the parties hereto that PROVIDER in the performance of its obligation hereunder is subject to the direction of COUNTY merely as the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.
- (3). If, in the performance of this Agreement, PROVIDER employs any third persons, such persons shall be entirely and exclusively under direction, supervision, and control of PROVIDER. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by PROVIDER; and COUNTY shall have no right or authority over such persons or the terms of such employment.

B. CONFLICT OF INTEREST

- (1) PROVIDER shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.
- (2). This provision does not run exclusively to COUNTY; but rather it expressly also runs to those persons receiving services provided for herein. In the event a potential conflict arises, PROVIDER will immediately advise COUNTY so that the potential conflict can be eliminated or avoided.

- (3). COUNTY enters this contract upon the express representation that PROVIDER has no other contracts in effect with COUNTY.
- C. INSURANCE: Without limiting PROVIDER indemnification, PROVIDER shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from, or be in connection with the performance of the work hereunder by PROVIDER, his agents, representatives, employees, and subcontractors. At the very least, PROVIDER shall maintain the insurance coverage, limits of coverage and other insurance requirements as described in Attachment I to this Agreement. Certificates evidencing the maintenance of PROVIDER'S insurance coverage shall be filed with COUNTY. Said certificates must be on file before payment for services will be released.
- D. INDEMNIFICATION: The PROVIDER shall indemnify, defend and hold harmless the COUNTY, its officers, agents and employees from and against any and all claims, losses liabilities or damages including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement caused whole or in part by any negligent act or omission by the PROVIDER or anyone directly or indirectly employed by the PROVIDER, regardless of whether caused in part by the party indemnified hereinunder.
- E. CONFIDENTIALITY: PROVIDER shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records, and I/S records in accordance with the Business Associates Agreement, attached hereto as Exhibit D and incorporated by this reference as related to the provisions of Title 45 Code of Federal Regulations (CFR) sections 160.103 and 164.501, WIC Sections 5328 through 5330, inclusive, HIPAA, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to privacy/security, whichever is most restrictive. PROVIDER shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. PROVIDER shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by PROVIDER, its officers, employees, or agents.
- F. Withhold Payment For Nonsubmission of County Data System Documentation and/or Other Information: County may withhold payment from PROVIDER, if any County data systems data and/or other information is not submitted by Provider to County in accordance with the terms of this Agreement. County shall give Provider written notice of its intention to withhold payment hereunder, including the reason(s) for its intended action. Thereafter, Provider shall have 15 days either to correct deficiencies, or to request reconsideration of the decision to withhold payment.
- G. NONDISCRIMINATION: PROVIDER shall comply with COUNTY's nondiscriminatory policies which are in writing and available, and which address the employment of personnel, or any other respect of employment or provision of services so as not to discriminate on the basis of race, color, religion, national origin, ancestry, sex, sexual preference, age, physical or mental disability, or marital status.
- H. NONDISCRIMINATION IN EMPLOYMENT: PROVIDER shall not discriminate against any employee, applicant for employment, governing board member, applicant for governing board membership, or volunteer because of race, color, creed, religion, national origin, sex, age, marital status, sexual preference or physical or mental disability. PROVIDER shall take affirmative action to insure that applicants are employed and employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, marital status, sexual preference or physical or mental disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. PROVIDER agrees to post in conspicuous places available to

employees and applicants for employment, notices to be provided by PROVIDER setting forth the provisions of this Equal Opportunity Clause. PROVIDER shall provide an atmosphere free of sexual harassment for employees, clients, and volunteers.

I. NONDISCRIMINATION IN SERVICES, BENEFITS, AND FACILITIES

- (1) PROVIDER'S nondiscriminatory policies shall be in writing, be available to the appropriate persons, be practiced in the admission of clients, be adhered to in the assignment of accommodations of provision of services, or in any other respect so as not to discriminate because of color, race, creed, national origin, religion, sex, age, marital status, sexual preference or physical or mental disability in accordance with Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by State and Federal Law. For the purpose of this Agreement, distinctions on the grounds of race, color, creed, marital status, sexual preference or national origin include but are not limited to the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any services; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. For the purpose of this Agreement, facility access for the disabled must comply with the Rehabilitation Act of 1973, Section 504. COUNTY and PROVIDER will take affirmative action to insure that intended beneficiaries are provided services without regard to race, color, creed, national origin, religion, sex, age, marital status, sexual preference or physical or mental disability.
- (2) All complaints alleging discrimination in the delivery of services by PROVIDER because of color, race, creed, national origin, religion, sex, age, marital status, sexual preference or physical or mental disability should be resolved through the Butte County Patients' Rights Advocate.

J. ASSIGNMENT: This Agreement is not to be assigned by PROVIDER in whole or in part, without the express written consent of COUNTY.

K. APPLICABLE LAW AND FORUM: This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.

5. **NOTICES:** Notices, claims, correspondence, reports, and/or statements required under this Agreement shall be deemed to have been sent/served when it is deposited in the United States Mail, postage prepaid, and addressed to the following parties:

**PROVIDER:** FIRST RESPONDER EMERGENCY MEDICAL SERVICES, INC.  
Attn: Byron Parsons, Paramedic, President/CEO  
PO Box 24  
Chico, CA 95927  
(530) 891-4357 (Phone)  
(530) 591-5854 (Fax)

**COUNTY:** Butte County Department of Behavioral Health  
Administrative Support Division  
109 Parmac Road, Suite 1  
Chico, CA 95926-2118  
(530) 891-2980 (Phone)  
(530) 895-6548 (Fax)

6. **ALTERATION OF TERMS:** No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by all signatories.

7. **CONCLUSION**

- A. This Agreement, consisting of twenty-two (22) pages, including Exhibit A, Exhibit B, Exhibit C, Exhibit D and Attachment I is the full and complete document describing services to be rendered by the PROVIDER to the COUNTY, including all covenants, conditions, and benefits.
- B. This Agreement supersedes any and all agreements that may exist between the PROVIDER and the COUNTY.

9. Assistance in Litigation or Administrative Proceeding

Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.

10. No Third-Party Beneficiaries

Nothing express or implied in Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

11. Effect on Contract

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

12. Interpretation

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

Covered Entity  
County of Butte

Business Associate  
FIRST RESPONDER EMERGENCY MEDICAL SERVICES

Signature: 

Signature: 

Name: Anne Robin, MFT

Name: Byron Parsons, Paramedic

Title: Director

Title: President/CEO

Date: 6/15/12

Date: 6/19/12

## EXHIBIT A Scope of Work

### 1. Duties of Provider

- A. COUNTY shall designate PROVIDER as a non-exclusive organization that shall provide 24 hour emergent transportation and non-emergent client gurney transportation to and from Local Hospitals, including the Butte County Psychiatric Hospital, Acute Hospitalization Facilities, Institutes for Mental Disease (IMD's), or Mental Health Rehabilitation Centers (MHRC) located within Butte County and other counties within the State of California, for client evaluation.
- B. PROVIDER shall make available an ambulance for medically necessary emergency transportation 24 hours a day, seven (7) days per week and wheelchair and gurney van service for non-emergent and/or non medical transportation Monday through Friday 6am to 10pm. PROVIDER shall provide each transport with two (2) qualified personnel, and will take full responsibility of client during transport. Attendants are required to treat our clients with compassion and respect, and may be required to provide medical attention as necessary.

Transport requests that fall outside of the Monday-Friday 6am to 10pm time frame will be handled in the following manner:

- Transports that meet the wheelchair or gurney van requirements will be delayed until the hours of 6am to 10pm, or
  - COUNTY can provide their own transportation during that time, or
  - If the pickup is from a hospital emergency department and the destination is out of county, an ambulance would be available to transport the client back to the mental health facility. The client would then be transported out of county at a scheduled time between 6am and 10pm by a gurney van.
  - Medically necessary ambulance transports can be scheduled at any time without restriction .
- C. Target Population: Clients requiring necessary transportation shall include, but not be limited to, adults age 19 and over, and youth ages 0-18 who may be chronically mentally ill, and who are experiencing a life crisis. Depending on the severity of the crisis and the client, they may have a variety of responses and ability to communicate at the time of transport. Most clients may be able to walk to the vehicle and sit in seats, while others may require a gurney and restraints.
- D. COUNTY will contact PROVIDER for all Behavioral Health client related transports. This procedure guarantees that the proper contract data elements are provided to PROVIDER

#### CLIENT CONSULTATION CONTACTS

##### Adult

Mobile Crisis 891-2810

Psychiatric Health Facility (PHF) 891-2775

##### Youth

HERE Program (Mobile Crisis) Youth Services 24-hour line 1-800-371-4373

## 2. Definitions

PROVIDER uses a Call Taking process and Resource Utilization strategy that is focused on the medical necessity of the patient. The criteria for the medical necessity and reasonableness of the transport are adopted by the standards set forth by Medicare standards as well as State of California Code of Regulations, Title 22.

1. Ambulance Medical Necessity:
  - a. is established when the patient's condition is such that use of any other method of transportation is contraindicated. In any case in which some means of transportation other than an ambulance could be used without endangering the individual's health, whether or not such other transportation is actually available, no payment may be made for ambulance services. (source: Palmetto GBA- Part B Medicare Carrier)
2. Wheelchair definition from State of California, Code of Regulations, Title 22, Division 3, Subdivision 1, Chapter 3, Article 4: ... covered when the patient's medical and physical condition:
  - a. Renders the patient incapable of sitting in a private vehicle, taxi or other form of public transportation for the period of time needed to transport.
  - b. Requires that the patient be transported in a wheelchair or assisted to and from residence, vehicle and place of treatment because of a disabling physical or mental limitation.
  - c. Requires specialized safety equipment over and above that normally available in passenger cars, taxicabs or other forms of public conveyance.
  - d. Does not require the specialized services, equipment and personnel provided in an ambulance, because the patient is in stable condition and does not need constant observation.
3. Litter (Gurney) Van definition from State of California, Code of Regulations, Title 22, Division 3, Subdivision 1, Chapter 3, Article 4: ... covered when the patient's medical and physical condition:
  - a. Requires that the patient be transported in a prone or supine position, because the patient is incapable of sitting for the period of time needed to transport.
  - b. Requires specialized safety equipment over and above that normally available in passenger cars, taxicabs or other forms of public conveyance.
  - c. Does not require the specialized services, equipment and personnel provided in an ambulance because the patient is in stable condition and does not need constant observation.

### 3. Call Taking Process:

1. COUNTY will provide PROVIDER at the time of request for services an authorization for payment number in the following alpha-numeric format: LMMYYYYNNNN, where L = transport type (A = Ambulance, W = Wheelchair, G = Gurney Van), MM= month (i.e. 01 for January), YYYY = year (2009), NNNN = sequential number that resets each month. The authorization number would look like: A1220090001 for Ambulance and W1220090001 for Wheelchair and G1220090001 for Gurney Van. This authorization number guarantees payment for wheelchair or gurney transports by COUNTY to PROVIDER. The authorization number will be used for the ambulance transport only after third party billing has taken place (see below). COUNTY will also supply at the time of request, information as outlined in Section 2 – Call Taking Process. Emergency responses to the PHF Unit or other Behavioral Health for acutely sick or injured clients will not require an authorization number. These transports will be billed to third party insurance. COUNTY will be responsible for reimbursement for Butte County clients only. PROVIDER will be responsible for billing the other counties for transports of clients that are not the responsibility of Butte County.

#### Ambulance Transports:

PROVIDER will bill for all medically necessary ambulance transports to client's medical insurance and will only bill COUNTY for ambulance after third party insurance has paid less than COUNTY/PROVIDER contract rate or third party insurance denies claim. Data elements on billing will include pertinent patient/trip information as well as previously outlined authorization number format. COUNTY will be responsible for reimbursement for Butte County clients only.

#### Wheelchair/Gurney Transports:

COUNTY is the primary payer. No other third party billing is required. COUNTY will receive a monthly invoice, which will include pertinent patient/trip information as well as previously outlined authorization number format. COUNTY will be responsible for reimbursement for Butte County clients only.

2. PROVIDER will require the following information when taking a request for transportation of COUNTY Client.
  - Date of Service
  - Caller (Name and Call Back Phone Number)
  - Pickup Time
  - Appointment Time
  - Level of Transportation Service (Ambulance, Wheelchair Van, Gurney Van)
  - Pickup Location (Name, Address, Room Number)
  - Destination Location (Name, Address, Room Number)
  - PI Data (Name, DOB, SSN)
  - Diagnosis as it relates to the transport
  - Physical limitations of the patient (Does pt require a wheelchair, gurney or is ambulatory)
  - Any medical equipment required (especially restraints (chemical or physical))
  - 5150 Status. If 5150 is affirmative, a copy will be provided to PROVIDER
  - Authorization Number (as outlined in Section 1 - Call Taking Process)
  - For medically necessary ambulance transports, a signed Physician Certification Statement (PCS). PCS will be provided by the County.

#### **4. Unit to Call Assignments**

Based on the "Transportation Requirements" of COUNTY, the following types of vehicles will by default be assigned to the call based on definitions in Exhibit A, Section 2:

**Wheel Chair Van:**

Client's who can safely sit up in a chair or wheelchair and who do not require an attendant for monitoring purposes will be transported by wheelchair van.

**Gurney Van:**

Any client who requires an attendant for monitoring purposes will be transported by gurney van. For safety reasons, PROVIDER requires that all clients under an involuntary 5150 hold, who do not meet medical necessity criteria for an ambulance, be transported in a gurney van. In addition, clients who cannot sit up in a chair or wheelchair, and who are not under a 5150, will fall under this category.

**Ambulance:**

Clients that require medical monitoring and cannot be safely transported by any other means will be transported in an ambulance.

#### **5. Response Times**

PROVIDER will respond to all Non-Emergent calls during the scheduled staffing hours within 1-4 hours in Butte County and 1-6 hours for calls that originate outside Butte County. 24-hour notice will be required on all calls that originate outside of Butte County. For Emergency calls, where a client is acutely sick or injured, a Code 3 (with lights and siren) response with an ambulance will be ordered. The caller should use the 911 system in these types of situations. In the event the call is placed directly to our Dispatch Center, the Fire Department will also respond

**EXHIBIT B  
Fee Schedule**

**PROVIDER will use the following Fee Schedule when billing for services rendered. Rates will be evaluated on a yearly basis in order to remain in compliance with Medi-Care Laws.**

**1. FY 2012/2013 Fee Schedule**

**Ambulance:**

Transportation Type	Billing Code	HCPCS Code	Rate
Non-Emergent Ground Ambulance	ALS1	A0426	\$322.09
Emergent Base	ALS1E	A0427	\$509.98
Emergent 2 Base	ALS2	A0433	\$738.12
Mileage (per mile)	MILE	A0425	\$7.56
*Wait Time (per hour)	WAIT	A0420	\$125

**Wheelchair:**

Transportation Type	Billing Code	HCPCS Code	Rate
Base Rate	MV	A0130	\$60.00
Mileage (per mile)	MILE	A0080	\$5.00
*Wait Time (per hour)	WAIT	A0999	\$80.00

**Gurney Van:**

Transportation Type	Billing Code	HCPCS Code	Rate
Base Rate	MV	A0130	\$160.00
Mileage (per mile)	MILE	A0080	\$5.00
*Wait Time (per hour)	WAIT	A0999	\$80.00

\* Minimum 1 hour. Each additional hour is rounded up to the next whole hour.

**2. Definitions – Transportation Types**

For a visual look at the differences between Ambulance, Wheel Chair Van, and Gurney Van, please refer to Exhibit A.

**3. Definitions – Ambulance Billing Codes**

**ALS1 – HCPCS A0426 - Ambulance Non-Emergency Transport, Advanced Life Support, Level 1 (ALS1) is transportation by ground ambulance vehicle, and the provision of, medically necessary supplies and services by ALS personnel or at least one ALS intervention**

**Advance Life Support Personnel** – Advance Life Support (ALS) personnel is an individual trained to the level of Paramedic. Paramedic is defined as possessing the qualifications of the EMT – Intermediate and in accordance with State and local laws, possesses enhanced skills including the ability to administer additional interventions and medications.

**Advance Life Support Intervention** – Advanced Life Support (ALS) intervention is a procedure that is, in accordance with State and local laws, required to be performed by a Paramedic. An ALS intervention must be medically necessary to qualify for payment as an ALS level of service. An ALS intervention applies only to ground transports.

**ALS1E – HCPCS A0427 – Ambulance Emergency Transport, Advanced Life Support, Level 1** When medically necessary, the provision of ALS1 services, as specified above, in the context of an emergency response. An emergency response is one that, at the time the ambulance supplier is called, it responds immediately. An immediate response is one in which the ambulance supplier begins as quickly as possible to take the steps necessary to respond to the call.

**ALS2 – HCPCS A0433 – Ambulance Emergency Transport, Advanced Life Support, Level 2 (ALS2)** is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including (1) at least three separate administrations of one or more medications by intravenous push/bolus or by continuous infusion (excluding crystalloid fluids) or (2) ground ambulance transportation and the provision of at least one of the ALS2 procedures listed below:

- Manual defibrillation/cardioversion
- Endotracheal intubation
- Central venous line
- Cardiac pacing
- Chest decompression
- Surgical airway, or
- Intraosseous line

Note: The monitoring and maintenance of an endotracheal tube that was previously inserted prior to the transport also qualifies as an ALS2 procedure.

**Mile – HCPCS A0425 – Ground mileage, per loaded mile**

**WAIT – HCPCS A0420**

Ambulance waiting time (ALS) in one hour increments.



**EXHIBIT D**  
**County of Butte**  
**BUSINESS ASSOCIATE ADDENDUM**  
(includes HITECH Act requirements effective February 17, 2010)

This Business Associate Addendum (Addendum) supplements and is made part of the agreement or contract ("Contract") by and between County of Butte, a covered entity (CE) and FIRST RESPONDER EMERGENCY MEDICAL SERVICES, INC., a Business Associate ("Associate"), and is effective as of the date last signed ("Addendum Effective Date").

**RECITALS**

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information (PHI) as defined below.
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Associate to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and continued in this addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this addendum, the parties agree as follows:

**1. Definitions:**

- a. Breach shall have the meaning given to such term under the HITECH Act (42 U.S.C. Section 17921).
- b. Business Associate shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S. C. Section 17938 and 45 C.F.R. Section 160.103.
- c. Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. Data Aggregation shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. If Associate creates, maintains, receives or transmits electronic PHI on behalf of CE, Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.
- f. Electronic Health Record shall have the meaning given such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- g. Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- h. Privacy Rule shall mean the HIPAA Regulations that is codified at 45 CFR parts 160 and 164, Subparts A and E.

- i. Protected Health Information or PHI means any information whether oral or recorded in any form or medium: (1) that relates to the past, present or future physical or mental condition of any individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (2) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. If Associate creates, maintains, receives or transmits electronic PHI on behalf of CE, Protected Health Information includes Electronic Protected Health Information (45 C.F.R. Sections 160.103, 164.501).
  - j. Protected Information shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf.
  - k. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
  - l. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to, 42 U.S.C. Section 17932(h).
2. Obligations of Business Associate:
- a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under the Contract and as permitted under the Contract and Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, Associate may use Protected Information: (i) for the proper management and administration of Associate, (ii) to carry out the legal responsibilities of the Associate, or (iii) for the Data Aggregation purposes for the Health Care Operations of the CE (45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)).
  - b. Permitted Disclosures. Associate shall not disclose Protected Information except for the purpose of performing Associates obligations under the Contract and as permitted under the Contract and Addendum. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, Associate may disclose Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of the Associate; or (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of the CE. If Associate discloses Protected Information to a third party, Associate must obtain, prior to any such disclosure: (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) a written agreement from such third party to immediately notify Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach (42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(B) and 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)).
  - c. Prohibited Uses and Disclosures. Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates (42 U.S.C. Section 17935(a). Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to Associate for services provided pursuant to the Contract.

- d. **Appropriate Safeguards.** Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. See also, 45 C.F.R. Sections 164.504(e)(2)(ii)(B). Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. See also, 42 U.S.C. Section 17931.
- e. **Reporting of Improper Access, Use or Disclosure.** Associate shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than two (2) business days after discovery. Note: Federal law requires notification within 60 days or less if possible. However, California law may require notification of breaches to the California Department of Public Health and the patient(s) by the CE within five (5) business days. 42 U.S.C. Section 17921; California Health and Safety Code Section 1280.15; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b).
- f. **Business Associate's Agents.** Associate shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Associate with respect to such PHI. If the Associate creates, maintains, receives or transmits electronic PHI on behalf of the CE, Associate shall implement and maintain the safeguards required by this Addendum and shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation. 45 C.F.R. Sections 164.530(f) and 164.530(e)(1).
- g. **Access to Protected Information.** If the Associate maintains a designated record set on behalf of the CE, Associate shall make Protected Information maintained by the Associate or its agents or subcontractors in Designated Records Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524. If Associate maintains an Electronic Health Record, Associate shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** If Associate maintains a designated record set on behalf of the CE, within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE. 45 C.F.R. Section 164.504(e)(2)(ii)(F).
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. Associate agrees to implement a process that allows for an

accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent that the Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to the Associate or its agents or subcontractors, Associate shall within five (5) days of Associate receiving a request from an individual seeking an accounting of disclosure of Protected Information, forward the request to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum. 45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528. The provisions of this subparagraph shall survive the termination of this Agreement.

- j. **Government Access to Records.** Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Associate's compliance with the HIPAA Privacy Rule. [42 U.S.C. Section 164.504(e)(2)(ii)(H)]. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** Associate (and its agents and subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.
- m. **Business Associate's Insurance.** Insurance provisions in Contract are required and coverage amounts must be adequate with respect to potential liabilities related to the protection of Protected Information.
- n. **Notification of Breach.** During the term of the Contract, Associate shall notify CE within two (2) business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- o. **Breach Pattern or Practice by Subcontractor(s).** Pursuant to 42 U.S.C. Section 17934(b), if the Associate knows of a pattern of activity or practice of a Subcontractor of Associate that constitutes a material breach or violation of the Associate's obligations under the Contract or Addendum or other arrangement, the Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Associate must terminate the Contract or other arrangement with the subcontractor if feasible. Associate shall provide written notice to CE of any pattern of activity or practice of a Subcontractor that Associate believes constitutes a material breach or violation of the Associate's or CE's obligations under the Contract or Addendum or other arrangement within five (5) days of

discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- p. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum. Associate shall notify CE within ten (10) days of learning that Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights.

### 3. Termination

- a. **Material Breach.** A breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, Associate shall, at the option of CE, return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, Associate shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

### 4. Indemnification

Each Party shall indemnify, defend and hold harmless ("Indemnifying Party") the other and its agents, officers, directors, employees, successors and assigns, and each of them ("Indemnified Parties"), from and against any and all claims, suits, actions and proceedings, from or against any and all liabilities, judgments, losses, damages, costs, charges, and expenses of whatever nature or character resulting from, arising out of or in connection with any breach of this Agreement by the Indemnifying Party.

If any third party shall notify any Indemnified Party of any matter which may give rise to a claim for indemnification ("Third Party Claim"), the Indemnified Party shall promptly notify the Indemnifying Party thereof provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnified Party from any obligation hereunder, unless (and then solely to the extent) the Indemnifying Party is thereby prejudiced.

The Indemnifying Party will have the right to defend the Indemnified Party against the Third Party Claim with the counsel of the Indemnifying Party's choice so long as the Indemnifying Party notifies the Indemnified Party within thirty (30) days after the Indemnified Party has given notice of the Third Party Claim that the Indemnifying Party will indemnify the Indemnified Party to the fullest extent provided by the provisions of this paragraph.

5. Limitation of Liability

Associate shall indemnify CE for any costs or expenses incurred in connection with claims asserted against CE that arise as a result of Associate's gross negligence or willful misconduct in handling CE's PHI.

6. Disclaimer

CE makes no warranty or representation that compliance by Associate with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

7. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

8. Amendment

Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

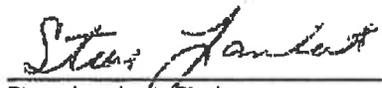
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

  
Byron Parsons, Paramedic, President/CEO  
FIRST RESPONDER EMERGENCY MEDICAL SERVICES, INC.

6/19/12  
Date

  
Anne Rebin, MFT, Director  
Butte County Behavioral Health

6/15/12  
Date

  
Steve Lambert, Chair  
Butte County Board of Supervisors

6/20/12  
Date

Approved for budgetary control,  
Butte County Contracts Division by:

D. Heath 7/9/12

Approved as to Form, County Counsel by

Bruce L. Albert

PROVIDER FIRST RESPONDER EMERGENCY MEDICAL SERVICES, INC.  
BUDGET CODE: 541-011/551056  
COST CENTER: AP, DC, DS, KM  
CONTRACT MONITOR: KENNELLY/TAYLOR  
AUDITOR'S NO.:

**ATTACHMENT I**  
**STANDARD INSURANCE REQUIREMENTS**

Before the commencement of work, Provider shall submit Certificates of Insurance and Endorsements evidencing that Provider has obtained the following forms of coverage and minimal amounts specified:

**A. MINIMUM SCOPE OF INSURANCE**

- 1.) Commercial General Liability coverage (Insurance Services Office (ISO) "occurrence" form CG 0001 1185).
- 2.) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office's Business Auto Coverage form number CA 0001 0187 covering "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
- 3.) Workers' Compensation Insurance as required by the Labor Code and Employers Liability Insurance.

**B. MINIMUM LIMITS OF INSURANCE**

- 1.) General Liability: At least \$1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The provider or provider's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) Automobile Liability: At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the provider to fulfill the requirements of this contract, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.
- 3.) Workers' Compensation and Employer's Liability: Workers' Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of at least \$1,000,000 for bodily injury or disease

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the contractor shall reduce or eliminate such deductibles or self-insured retentions, as respects the County, its officers, officials, employees and volunteers, or the Provider shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**D. OTHER INSURANCE PROVISIONS**

**1. General liability insurance policies shall be endorsed to state:**

- a.) The County, its officers, officials, employees and volunteers are to be covered as additional insured as respects liability arising out of activities performed by or at the direction of the Provider, including products and completed operations of the Provider; premises owned, occupied or used by the Provider; or automobiles owned, leased, hired or borrowed by Provider. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.
- b.) Provider's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Provider's insurance and shall not contribute with it.
- c.) Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**2. Construction contracts.** Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in D1 above.

**E. ACCEPTABILITY OF INSURANCE CARRIERS.**

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the provider's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

**F. VERIFICATION OF COVERAGE.**

Provider shall furnish the County certificates of insurance and original endorsements affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled. Provider agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

**G. SUBCONTRACTORS.**

Provider shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.



**CITY OF OROVILLE  
STAFF REPORT**

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

**FROM: SCOTT E. HUBER, CITY ATTORNEY**

**RE: CAMPING AND STORAGE OF PERSONAL PROPERTY IN  
PUBLIC AREAS – PROPOSED ORDINANCE**

**DATE: DECEMBER 2, 2014**

**SUMMARY**

The Council will hear a presentation regarding a request from several Council Members related to camping and storage of personal property in public areas.

**DISCUSSION**

Over the past several months, concerns have been expressed about improving the quality of life in the City and City's parks. Specifically, concerns have been raised related to individuals camping in City parks with all of their belongings and personal possessions, as well as the unattended storage of personal property by some individuals. Staff has researched steps taken in other cities, and will review with the Council strategies that have been implemented by other cities to address this issue.

The goal of any proposed ordinance would be to have regulations utilized as a tool in the City's effort to promote and support safe, clean and attractive neighborhoods and eliminate blight. Camping and/or the storage of personal property on public areas of the City interfere with the rights of others to use and enjoy these public areas as they are intended.

Council is asked to provide direction related to the potential adoption of an ordinance to the Oroville Municipal Code.

**FISCAL IMPACT**

None at this time. In the event that the Council directs Staff to prepare an ordinance, the cost to prepare the ordinance text and publish the required public notice for ordinance adoption in the newspaper would be approximately \$1,500.

**RECOMMENDATION**

Provide direction to staff related to a proposed ordinance relating to camping and storage of personal property in public areas.

**ATTACHMENT(S)**

Sample Ordinances from Anaheim, Manteca, Sacramento, and Santa Maria

Anaheim

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ANAHEIM ADDING CHAPTER 11.10 TO TITLE 11 OF THE ANAHEIM MUNICIPAL CODE RELATING TO CAMPING AND STORAGE OF PERSONAL PROPERTY IN PUBLIC AREAS AND AMENDING SECTION 1.16.030 OF CHAPTER 1.16 OF TITLE 1 AND SECTION 13.08.020 OF CHAPTER 13.08 OF TITLE 13 OF THE ANAHEIM MUNICIPAL CODE TO BE CONSISTENT WITH THE ADDITION OF SAID CHAPTER 11.10.

THE CITY COUNCIL OF THE CITY OF ANAHEIM DOES ORDAIN AS FOLLOWS:

SECTION 1.

That new Chapter 11.10 be and the same is hereby added to Title 11 of the Anaheim Municipal Code to read in full as follows:

**"CHAPTER 11.10 CAMPING AND STORAGE OF PERSONAL PROPERTY IN PUBLIC AREAS**

**Sections:**

- 11.10.010 Purpose and Intent.**
- 11.10.020 Definitions.**
- 11.10.030 Camping in Public Areas prohibited.**
- 11.10.040 Storage of Personal Property in Public Areas prohibited.**
- 11.10.050 Chief of Police to receive Stored Personal Property.**
- 11.10.060 Notice prior to impoundment.**
- 11.10.070 Notice upon impoundment.**
- 11.10.080 Holding and disposal of Stored Personal Property.**
- 11.10.090 Owner may claim Personal Property.**
  
- 11.10.100 Unclaimed Personal Property to be used by City or sold at auction - Notice.**
- 11.10.110 Conduct of auction.**
- 11.10.120 Proceeds to be deposited in general fund.**
- 11.10.130 Unsalable and unusable Personal Property.**
- 11.10.140 Dangerous or perishable Personal Property; Evidence.**
- 11.10.150 Provisions not applicable.**
- 11.10.160 Violations, penalties and enforcement.**

**11.10.010 PURPOSE AND INTENT.**

The public parks, public streets and alleys, public parking lots, public rights-of-way, parkways, public sidewalks, recreational areas and other publicly-owned or controlled property within the City should be readily accessible and available to residents, businesses and the public at large for their intended purposes. The use of these Public Areas for Camping purposes and/or for the Storage of Personal Property interferes with the rights of others to use and enjoy these Public Areas as they are intended. Such activity can constitute a public health and safety hazard which adversely impacts neighborhoods and commercial areas. The purpose of this Chapter is to maintain these Public Areas within the City in a clean, sanitary, safe and accessible condition, to adequately protect the health, safety, environment and general welfare of the community, and to ensure that these Public Areas are used for their intended purposes and remain accessible to all citizens, businesses and visitors in the City. Nothing in this Chapter is intended to interfere with otherwise lawful and ordinary uses of public property.

#### **11.10.020 DEFINITIONS.**

Unless the particular provisions or the context otherwise requires, the definitions contained in this section shall govern the construction, meaning and application of words and phrases used in this Chapter.

(a) "Abandoned Personal Property" means Personal Property to which the owner surrenders, relinquishes or disclaims all right, title, claim and possession, with intention of not reclaiming it or resuming its ownership, possession or enjoyment. Indicia of Abandoned Personal Property shall include, but not be limited to, the act of leaving the Personal Property in a Public Area so that it may be appropriated by the next comer.

(b) "Alley" shall have the meaning set forth in Section 110 of the California Vehicle Code.

(c) "Camp" or "Camping" means i) residing in or using any Public Area for living accommodation or lodging purposes with one's Personal Property or while storing one's Personal Property, and/or ii) constructing, maintaining, occupying, inhabiting or using Camping Facilities and/or constructing, using or maintaining Camping Paraphernalia. For purposes of this section, "Camping" shall not include merely sleeping outside in a park or the use of a blanket, towel or mat in a park during the time the park is open to the public.

(d) "Camping Facilities" include, but are not limited to, Tents, huts or other temporary physical shelters, but excluding Umbrellas or Sun Shades.

(e) "Camping Paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, bedrolls, bedding, luggage, hammocks, cooking equipment and/or other similar articles of equipment or items that are accessory to Camping Facilities.

(f) "Chief of Police" means the Chief of Police of the City of Anaheim, or his/her designee.

(g) "City Clerk" means the City Clerk of the City of Anaheim, or his/her designee.

(h) "City Manager" shall have the same meaning as section 600 of Charter of the City of Anaheim, and shall include his/her designee.

(i) "Community Services Director" means the Community Services Director of the City of Anaheim, or his/her designee.

(j) "Park" shall have the same meaning as defined in Section 13.08.010 of this Code.

(k) "Police Department" means the Anaheim Police Department.

(l) "Public Area" means a public place, including, but not limited to, any public streets, alleys, public parking lots, public parks, public rights-of-way, parkways, public sidewalks, recreational areas or other publicly-owned or controlled property.

(m) "Personal Property" means tangible personal belongings or possessions, which shall include any movable or tangible thing that is subject to ownership; property or chattels that can be seen, weighed, measured, felt, or touched, including, but not limited to, furniture, appliances, Camping Facilities, Camping Paraphernalia, money, books, and "shopping carts" or "carts" as defined in Chapter 7.52 of this Code.

(n) "Shopping carts" or "carts" shall have the meaning set forth in Chapter 7.52 of this Code.

(o) "Store", "Stored" or "Storage" means to put aside Personal Property in a Public Area or accumulate it for use when needed; to place Personal Property in a Public Area for safekeeping; and/or to leave Personal Property unattended in a Public Area.

(p) "Street" shall have the meaning set forth in Section 590 of the California Vehicle Code.

(q) "Tent" means shelter or structure that is not entirely open on all sides;

(r) "Umbrellas or Sun Shades" means any canopy or cover that is open on all sides, consists of pliable tent-like material such as canvas, nylon or other synthetic fabric, and that is held aloft by one or more supporting metal, plastic or wooden poles.

(s) "Unclaimed Personal Property" means Personal Property that has been turned in to the Chief of Police pursuant to Section 11.10.040, and that has not been claimed within a period of ninety (90) days by its owner.

#### **11.10.030 CAMPING IN PUBLIC AREAS PROHIBITED.**

It shall be unlawful and a public nuisance for any person to Camp in any Public Area, except by permission from the Chief of Police, the Community Services Director or by resolution of the City Council.

#### **11.10.040 STORAGE OF PERSONAL PROPERTY IN PUBLIC AREAS PROHIBITED.**

(a) It shall be unlawful and a public nuisance for any person to Store Personal Property in any Public Area, except as otherwise approved in writing by the Chief of Police, the Community Services Director or by resolution of the City Council. Personal Property Stored in Public Areas in violation of this section shall be impounded pursuant to Sections 11.10.050 through 11.10.160 of this Chapter.

(b) Any Personal Property left in any park at the time the park is closed to the public, whether or not the Personal Property is unattended, shall be immediately impounded, pursuant to the provisions of Sections 11.10.050 through 11.10.160 of this Chapter.

**11.10.050 CHIEF OF POLICE TO RECEIVE STORED PERSONAL PROPERTY.**

The Chief of Police is authorized to impound Personal Property pursuant to the provisions of Sections 11.10.040 through 11.10.160, and shall make provisions for the receipt and safekeeping of Personal Property coming into his or her possession pursuant to this Chapter. A receipt shall be issued to the person delivering such Personal Property, unless the Personal Property was found in the course of employment by an employee of the City. The Chief of Police shall notify the owner of the Personal Property if his or her identity is reasonably ascertainable, or, if the identity of the owner is not reasonably ascertainable, cause a notice to be left in a prominent place on or near the location of the Personal Property for any Personal Property impounded pursuant to Section 11.10.040, advising that the Chief of Police is in possession of the Personal Property and the location where it may be claimed.

**11.10.060 NOTICE PRIOR TO IMPOUNDMENT.**

(a) Stored Personal Property may be impounded without notice if there is a reasonable belief that it is abandoned, presents an immediate threat to public health or safety, is evidence of a crime, is evidence in a criminal investigation, or is contraband.

(b) The City may erect signs in Public Areas stating that any Personal Property Stored in those areas will be impounded. Those signs shall serve to provide the notice required by this Section 11.10.060.

(c) If neither subsection "a" nor subsection "b" apply, Personal Property unlawfully Stored in Public Areas shall be impounded only after a notice is left at or near the location of the Personal Property advising that the Personal Property will be impounded if it is not removed. This notice will specify a time when the Personal Property will be impounded if it is not removed.

**11.10.070 NOTICE UPON IMPOUNDMENT.**

If, after any notice required by Section 11.10.060 is given, Personal Property remains unlawfully Stored in a Public Area, that Personal Property may be impounded. The person impounding the Personal Property shall leave a notice in a conspicuous place at or near where the Personal Property was located prior to being impounded, advising where the Personal Property is being kept and when and where it may be claimed by its owner.

**11.10.080 HOLDING AND DISPOSAL OF STORED PERSONAL PROPERTY.**

Personal Property coming into possession of the Chief of Police pursuant to this Chapter shall be deposited in a safe place for a period of at least ninety (90) days. If the Personal Property consists of money, it shall be deposited with the City's Director of Finance for a period of not less than ninety (90) days, unless sooner claimed by its owner. In the event the Personal Property or money is not claimed within ninety (90) days, it shall be deemed to be Abandoned Personal Property, subject to disposition as provided in this Chapter.

**11.10.090 OWNER MAY CLAIM PERSONAL PROPERTY.**

During the time that any Personal Property is held by the City, it may be delivered or paid to its owner as follows:

(a) The Personal Property shall be delivered upon proof of ownership satisfactory to the Chief of Police after ten (10) days' notice by mail to any other person(s) who have asserted a claim of ownership at any address given by such person(s).

(b) If the Personal Property consists of money, it shall be paid to the owner upon written order from the Chief of Police to the Director of Finance. The Chief of Police shall make such order upon the same proof of ownership and with the same notice as prescribed in the case of Personal Property.

(c) If ownership cannot be determined to the satisfaction of the Chief of Police, he or she may refuse to deliver the Personal Property or refuse to order the payment of such money to anyone until ordered to do so by a court of competent jurisdiction.

**11.10.100 UNCLAIMED PERSONAL PROPERTY TO BE USED BY CITY OR SOLD AT AUCTION - NOTICE.**

(a) Upon expiration of the ninety-day period, any Personal Property received by the City and not delivered to the owner may be appropriated to the use of the City of Anaheim upon order of the City Manager on his or her finding that the Personal Property is needed for a public use, and any Personal Property not appropriated to City use may be sold at public auction to the highest bidder.

(b) All unclaimed money received by the Chief of Police, and not delivered to the owner during the ninety-day period, shall thereafter be deposited in the general fund.

(c) Notice of the sale at auction of Unclaimed Personal Property shall be given by the City Clerk at the direction of the Chief of Police at least five (5) days before the time fixed therefor by publication at least once in a newspaper of general circulation.

**11.10.110 CONDUCT OF AUCTION.**

An auction for the sale of Unclaimed Personal Property shall be conducted by the City Manager.

**11.10.120 PROCEEDS TO BE DEPOSITED IN GENERAL FUND.**

After any auction for Unclaimed Personal Property is completed, the proceeds of the auction shall be delivered to the Director of Finance for deposit in the general fund.

**11.10.130 UNSALABLE AND UNUSABLE PERSONAL PROPERTY.**

Any Personal Property advertised and offered for sale but not sold and not suitable for appropriation to the use of the City shall be deemed to be of no value and shall be disposed of in such manner as the City Manager deems appropriate.

**11.10.140 DANGEROUS OR PERISHABLE PERSONAL PROPERTY; EVIDENCE.**

Subject to the provisions of Section 11.10.150 below, any Personal Property coming into the possession of the Chief of Police may be disposed of immediately and without notice, in a manner that the Chief of Police determines to be in the public interest, when such Personal Property is perishable, contraband, evidence of a crime, evidence in a criminal investigation, or constitutes an immediate threat to the public health or safety.

**11.10.150 PROVISIONS NOT APPLICABLE.**

(a) The provisions of this Chapter shall not apply to real or Personal Property or money subject to confiscation pursuant to state or federal law, to Personal Property that constitutes evidence of a crime, evidence in an ongoing criminal investigation and/or civil proceeding pursuant to state or federal law.

(b) The provisions of this Chapter shall not apply to Abandoned Personal Property, which shall be disposed of forthwith.

(c) "Shopping carts" or "carts", as defined in Chapter 7.52 of this Code, shall be subject to release to the owners and operators of businesses which provide shopping carts for the convenience of their customers or abatement and/or disposal thereof in accordance with the provisions of Chapter 7.50 or 7.52, as the case may be.

**11.10.160 VIOLATIONS, PENALTIES AND ENFORCEMENT.**

Notwithstanding any other provision in this Code, each violation of the provisions of this Chapter may be enforced alternatively as follows:

(a) Infraction. Any person violating any of the provisions or failing to comply with any of the mandatory requirements of this Chapter may be prosecuted for an infraction. Written citations for infractions may be issued by police officers or designated non-safety employees, who shall

be designated by separate resolution pursuant to the provisions of California Penal Code Section 836.5. Any person convicted of an infraction shall be punishable either by:

(1) A fine not exceeding one hundred dollars (\$100.00) for a first violation;

(2) A fine not exceeding two hundred dollars (\$200.00) for a second violation of this Chapter within one (1) year;

(3) A fine not exceeding five hundred dollars (\$500.00) for each additional violation of this Chapter within one (1) year.

(b) Civil action. The City Attorney may institute an action in any court of competent jurisdiction to restrain, enjoin or abate the condition(s) found to be in violation of the provisions of this Chapter, as provided by law.

## SECTION 2.

That Section 13.08.020 of Chapter 13.08 of Title 13 of the Anaheim Municipal Code be and the same is hereby amended and restated to read in full as follows:

### **13.08.020 PROHIBITED CONDUCT GENERALLY.**

Within the limits of any of said parks, it shall be unlawful for any person or persons to do any of the acts hereinafter specified, to wit:

.010 To hitch, fasten, lead, drive or let loose any animal or fowl of any kind; provided that this shall not apply to dogs held on a leash or other restraint, not more than six feet long, nor to any horse when hitched, fastened or led within any City of Anaheim park that links with the County of Orange EMA Harbors, Beaches and Parks Master Plan of Trail Systems ("Special Use Parks");

.020 To ride or drive any horse or other animal, or to propel any vehicle, cycle or automobile; except that such prohibition shall not apply to equestrians and bicyclists (non-motorized) in Special Use Parks.

.030 To carry or discharge any firearms, firecrackers, rockets, torpedoes or any other fireworks, or airguns or slingshots;

.040 To cut, break, injure, deface or disturb any tree, shrub, plant, rock, building, cage, pen, monument, fence, bench or other structure, apparatus or property; or to pluck, pull up, cut, take or remove any shrub, bush, plant or flower; or to mark or write upon, paint or deface in any manner, any building, monument, fence, bench or other structure;

.050 To cut or remove any wood, turf, grass, soil, rock, sand, gravel or fertilizer;

.060 To swim, fish, bathe or wade in, or to pollute the water of any fountain, pond, lake or stream;

.070 To make or kindle a fire except in picnic stoves, braziers or fire pits provided for that purpose;

.080 To camp therein. "Camp" shall have the meaning set forth in Section 11.10.020 of Chapter 11.10 of Title 11 of this Code;

.090 To cook, prepare, serve or barbecue food or food items, except at the places provided therefor;

.100 To wash dishes or to empty salt water or other waste liquids elsewhere than in the sinks provided for such purposes; provided, however, that nothing contained herein shall be deemed to authorize the dumping or disposal of any waste which is otherwise prohibited by any other law;

.110 To leave garbage, cans, bottles, papers or other refuse elsewhere than in the receptacles provided therefor;

.120 To play, or engage in any game, excepting at such place as shall be especially set apart for that purpose;

.130 To play or bet at or against any game which is played, conducted, dealt or carried on with cards, dice or other device, for money, chips, shells, credit or any other representative of value, or to maintain or exhibit any gambling table or other instrument of gambling or gaming;

.140 To indulge in riotous, boisterous, threatening or indecent conduct, or abusive, threatening, profane or indecent language;

.150 To disturb in any manner any picnic, meeting, service, concert, exercise or exhibition;

.160 To post or erect any bill, notice, paper, circular or advertising or display device of any kind, except as approved in conjunction with an event for which a permit has been approved pursuant to this chapter;

.170 To sell or offer for sale any merchandise, article or thing, whatsoever, without first obtaining permission from the City Council or a permit from the Community Services Department so to do;

.180 To practice, carry on or conduct any trade, occupation, business or profession; provided this subsection shall not apply to any activity occurring as an integral part of an event for which a permit has been approved pursuant to this chapter;

.190 To remain, stay or loiter in any public park between the hours of 10:30 p.m. and 5:00 a.m. of the following day;

.200 To possess or consume any alcoholic beverage in any public park, without first obtaining the permission of the City Council or a permit from the Parks, Recreation and

Community Services Department. "Alcoholic beverage" is defined as any beverage defined as an "alcoholic beverage" by the Alcoholic Beverage Control Act of the State of California;

.210 To play or engage in the game of golf, or to hit any golf ball with a golf club.

.220 A violation of subsection .080 of this section shall be punishable in accordance with the applicable provisions of Chapter 11.10 of this Code. Except as otherwise provided in the immediately preceding sentence for violations of subsection .080 of this section, any person violating any of the other provisions of this section shall be deemed guilty of a criminal infraction and, upon conviction thereof, shall be punishable by a fine as set forth in Section 36900 of the Government Code, or any successor provision thereto.

### SECTION 3.

That Section 1.16.030 of Chapter 1.16 of Title 1 of the Anaheim Municipal Code be and the same is hereby amended and restated to read in full as follows:

#### **1.16.030 PROHIBITED CONDUCT GENERALLY.**

.010 Within the limits of any City golf course, it shall be unlawful for any person or persons to do any of the acts hereinafter specified, to wit:

.0101 To lead, drive, fasten or let loose any animal or fowl of any kind;

.0102 To ride or drive any horse or other animal, or to propel any vehicle, cycle or automobile;

.0103 To carry or discharge any firearms, firecrackers, rockets, torpedoes or any other fireworks, or airgun or slingshot;

.0104 To break, damage, write upon, paint or deface any building, fence, bench or other structure, apparatus or property; or to pull up, cut, take or remove any tree, shrub, bush, or plant;

.0105 To cut, break, injure, damage, pluck or remove any tree limb, grass or flower; provided, however, this paragraph shall not apply to any injury or damage which occurs during the ordinary and customary play of the game of golf;

.0106 To fish in or to pollute the water of any fountain, pool, lake or stream;

.0107 To make or kindle a fire;

.0108 To camp therein. "Camp" shall have the meaning set forth in Section 11.10.020 of Chapter 11.10 of Title 11 of this Code;

.0109 To leave garbage cans, bottles, papers or other refuse elsewhere than in the receptacles provided therefor;

.01010 To indulge in riotous, boisterous, threatening, or indecent conduct, or abusive, threatening, profane, or indecent language;

.01011 To distribute any handbills or circulars, or to post, place or erect any bills, notice, paper, or advertising device or matter of any kind;

.01012 To sell or offer for sale any merchandise, article or thing whatsoever;

.01013 To practice, carry on, conduct or solicit for any trade, occupation, business or profession or to circulate any petition of whatsoever kind or character;

.01014 To remain, stay or loiter on a City golf course at any time when the golf course is officially closed or in any event between the hours of twelve p.m. and five a.m. of the following day;

.01015 To bring, carry, transport or possess any intoxicating liquor; provided, however, this provision shall not apply to any person who has received permission from the City of Anaheim to do so or to any concessionaire lawfully doing business within any City golf course or any intoxicating beverages obtained from such concessionaire. Violation of this subsection is an infraction;

.01016 To swim, wade or bathe in any fountain, pool, lake or stream.

.020 The foregoing shall not be construed to prohibit activities conducted for the convenience of the public by the City of Anaheim or its authorized concessionaires.

.030 Any violation of paragraph .0108 of subsection .010 of this section shall be punishable in accordance with the applicable provisions of Chapter 11.10 of this Code. Any violation of paragraph .0105, .0106, .0109, .01011, .01012, .01013, .01014 or .01016 of subsection .010 of this section shall be an infraction punishable in accordance with applicable provisions of the California Penal Code and the California Government Code; provided, however, this subsection .030 shall not apply to any act of vandalism punishable in accordance with Section 594 of the California Penal Code, or any successor provision thereto.

#### SECTION 4. SEVERABILITY.

The City Council of the City of Anaheim hereby declares that should any section, subsection, paragraph, sentence, clause or word of this ordinance hereby adopted be declared for any reason invalid by the final judgment of any court of competent jurisdiction, it is the intent of the City Council that it would have adopted all other portions of this ordinance independent of the elimination herefrom of any such portion as may be declared invalid.

#### SECTION 5. SAVINGS CLAUSE.

Neither the adoption of this ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution for violations of ordinances which violations were committed prior to the effective date hereof, nor be construed as a waiver of any license or penalty or the penal provisions applicable to any violation thereof. The provisions of this

ordinance, insofar as they are substantially the same as ordinance provisions previously adopted by the City relating to the same subject matter, shall be construed as restatements and continuations, and not as new enactments.

SECTION 6. CERTIFICATION

The City Clerk shall certify to the passage of this ordinance and shall cause the same to be printed once within fifteen (15) days after its adoption in the *Anaheim Bulletin*, a newspaper of general circulation, published and circulated in the City of Anaheim.

SECTION 7. EFFECTIVE DATE

This ordinance shall take effect and be in full force thirty (30) days from and after its final passage.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the City Council of the City of Anaheim held on the \_\_\_\_ day of \_\_\_\_\_, 2013, and thereafter passed and adopted at a regular meeting of said City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2013, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF ANAHEIM

By: \_\_\_\_\_  
MAYOR OF THE CITY OF ANAHEIM

ATTEST:

\_\_\_\_\_  
CITY CLERK OF THE CITY OF ANAHEIM

97207-v10

Manteca

**ORDINANCE NO. 1551**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF MANTECA  
AMENDING MANTECA MUNICIPAL CODE  
TITLE 12 STREETS, SIDEWALKS AND PUBLIC PLACES,  
CHAPTER 12.20 CAMPING, AMENDING  
SECTION 12.20.020 DEFINITIONS AND  
ADDING SECTION 12.20.035, UNLAWFUL  
CONSTRUCTION OR OCCUPATION OF HOMELESS ENCAMPMENTS**

**THE CITY COUNCIL OF THE CITY OF MANTECA DOES ORDAIN AS  
FOLLOWS:**

**WHEREAS**, persons constructing or occupying homeless encampments on public property and on public rights-of-way present a safety hazard, as well as create significant negative impacts on the environment, public health and public property; and,

**WHEREAS**, safety hazards include use of open flames/fires without proper containment and/or fire suppression apparatus and obstructions and/or impediments in public rights-of-way interfering with the rights of others to use the areas for which they were intended; and,

**WHEREAS**, environmental impacts include contamination from improper disposal of solid waste, detergents and fuels and particulate and chemical pollution of the air from open fires and use of improper fuels; and,

**WHEREAS**, public health impacts include a lack of proper sanitary facilities creating a situation where individuals have commonly and openly urinated and defecated on public property and on the public rights-of-way and a lack of solid waste disposal facilities causing the accumulation of human waste, litter, garbage and other debris; and,

**WHEREAS**, public property impacts include interference with the intended use of public property and/or rights-of-way by members of the community at large and negative impact on the aesthetic value of the property and/or rights-of-way; and,

**WHEREAS**, community impacts include public safety associated with a congregation of large numbers of people cohabitating within close proximity to each other without proper living quarters which interferes

**ORDINANCE NO. 1551**

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with the design and intended use of the property; and,

**WHEREAS**, homeless encampments are not considered to be viable long-term solutions to the issue of homelessness; and,

**WHEREAS**, the following amendments to the Manteca Municipal are proposed so as to prevent the following harms associated with people constructing or occupying homeless encampments on public property, on public rights-of-way and on private property:

1. Safety hazards to persons and/or property occasioned by use of open flames/fires without proper containment and/or fire suppression apparatus and/or obstructions and/or impediments in public rights-of-way.
2. Negative environmental impacts occasioned by contamination from improper disposal of solid waste, detergents and fuels and/or particulate and chemical pollution of the air from open fires and use of improper fuels.
3. Negative public health impacts occasioned by a lack of proper sanitary facilities creating a situation where individuals have commonly and openly urinated and defecated on public property, the public rights-of-way and private property, which lack solid waste disposal facilities causing the accumulation of litter, garbage and other debris; and
4. Negative impacts on public property occasioned by interference with the intended use of public property and/or rights-of-way by members of the community at large and the degradation of the aesthetic value of the public property and/or rights-of-way based upon the prohibited activities.

**Furthermore**, the proposed amendments to the Manteca Municipal Code serve to promote the public's health, safety and general welfare by making public streets and other areas readily accessible to the public and to prevent use of public property for the purposes of constructing or occupying homeless encampments which interferes with the rights of others to use the areas for which they were intended; and,

It is expressly the purpose of the proposed amendments to the Manteca Municipal Code to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons or individuals who will or should be especially protected or benefited by the terms as set forth; and,

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Nothing contained in the proposed amendments to the Manteca Municipal Code is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this chapter by its officers, employees or agents.

**Section I:** Manteca Municipal Code Title 12, Streets, Sidewalks and Public Places, Chapter 12.20 Camping, Section 12.20.020, Definitions, is hereby amended by adding the following definitions:

“Constructing or occupying homeless encampments” means to pitch, construct, erect, build, create, use or occupy homeless encampments, as evidenced by the use of transient shelter paraphernalia.

“Transient shelter paraphernalia” includes, but is not limited to:

- a. Tarpaulins, canvas, cardboard, corrugated tin or other materials that are commonly used to construct homeless encampments; or
- b. Cots, beds, mattresses, hammocks; or
- c. Non-city-designated cooking facilities and similar equipment; or
- d. Sanitary facilities for storage or disposal of human or solid waste.

“Homeless encampments” include, but are not limited to, tents, huts or temporary shelters of any kind.

**Section II.** Manteca Municipal Code Title 12, Streets, Sidewalks and Public Places, Chapter 12.20 Camping, Section 12.20.035, Unlawful Construction or Occupation of Homeless Encampments, is hereby added as follows:

It shall be unlawful for any person to construct or occupy a transient shelter in the following areas,

1. Any street; or
2. Any park; or
3. Any publicly owned or maintained parking lot or other publicly owned or maintained area, improved or unimproved.
4. Private property.

A violation of this section is a misdemeanor. In addition to the remedies set forth in Penal Code Section 370, the city attorney may institute civil actions to abate a public nuisance under this chapter.

**Section III. EFFECTIVE DATE:**

This Ordinance shall become effective 30 (thirty) days from adoption.

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**Section IV: PUBLICATION:**

Within fifteen (15) days after adoption of this Ordinance, the City Clerk shall cause a copy of this Ordinance to be published once in the Manteca Bulletin, a newspaper of general circulation, along with a notice setting forth the date of adoption at the title of this Ordinance in accordance with Government Code section 36933.

**DATED:**

**ROLL CALL:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**WILLIE W. WEATHERFORD  
MAYOR**

**ATTEST:**

**JOANN TILTON, MMC  
CITY CLERK**

**CERTIFICATE**

I, **JOANN TILTON**, City Clerk of the City of Manteca, do hereby certify that Ordinance No. 1551 was **INTRODUCED** at the regular meeting of the Manteca City Council held the 21<sup>st</sup> day of October, 2014, and was thereafter **PASSED, ADOPTED AND ORDERED TO PRINT** at the regular meeting of the Manteca City Council held the \_\_\_\_ day of \_\_\_\_\_, 2014.

**JOANN TILTON, MMC  
CITY CLERK**

# City of Sacramento

## **Chapter 12.52 CAMPING**

### **12.52.010 Purpose.**

The streets and public areas within the city should be readily accessible and available to residents and the public at large. The use of these areas for camping purposes or storage of personal property interferes with the rights of others to use the areas for which they were intended. Such activity can constitute a public health and safety hazard which adversely impacts neighborhoods and commercial areas. Camping on private property without the consent of the owner, proper sanitary measures and for other than a minimal duration adversely affects private property rights as well as public health, safety, and welfare of the city. The purpose of this chapter is to maintain streets, parks and other public and private areas within the city in a clean, sanitary and accessible condition and to adequately protect the health, safety and public welfare of the community, while recognizing that, subject to reasonable conditions, camping and camp facilities associated with special events can be beneficial to the cultural and educational climate in the city. Nothing in this chapter is intended to interfere with otherwise lawful and ordinary uses of public or private property. (Prior code § 44.03.005)

### **12.52.020 Definitions.**

Unless the particular provisions or the context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words and phrases used in this chapter.

“Camp” means to place, pitch or occupy camp facilities; to live temporarily in a camp facility or outdoors; to use camp paraphernalia.

“Camp facilities” include, but are not limited to, tents, huts, vehicles, vehicle camping outfits or temporary shelter.

“Camp paraphernalia” includes, but is not limited to, bedrolls, tarpaulins, cots, beds, sleeping bags, hammocks or cooking facilities and similar equipment.

“City manager” means the city manager or designee.

“Establish” means setting up or moving equipment, supplies or materials on to public or private property to “camp” or operate camp facilities.

“Maintain” means keeping or permitting equipment, supplies or materials to remain on public or private property in order to camp or operate camp facilities.

“Operate” means participating or assisting in establishing or maintaining a camp or camp facility.

“Park” means the same as defined in Section 12.72.010 of this title.

“Private property” means all private property including, but not limited to, streets, sidewalk, alleys, and improved or unimproved land.

“Public property” means all public property including, but not limited to, streets, sidewalks, alleys, improved or unimproved land and parks.

“Store” means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

“Street” means the same as defined in Section 12.16.180 of this title. (Prior code § 44.03.006)

#### **12.52.030 Unlawful camping.**

It is unlawful and a public nuisance for any person to camp, occupy camp facilities, or use camp paraphernalia in the following areas:

- A. Any public property; or
- B. Any private property.

1. It is not intended by this section to prohibit overnight camping on private residential property by friends or family of the property owner, so long as the owner consents and the overnight camping is limited to not more than one consecutive night.

2. Nothing in this chapter is intended to prohibit or make unlawful, activities of an owner of private property or other lawful user of private property that are normally associated with and incidental to the lawful and authorized use of private property for residential or other purposes; and provided further, nothing is intended to prohibit or make unlawful, activities of a property owner or other lawful user if such activities are expressly authorized by the Planning and Development Code or other laws, ordinances and regulations.

3. The city manager may, as provided in Section 12.52.050 of this chapter, issue a temporary permit to allow camping on public or private property in connection with a special event.

A violation of this section is a misdemeanor. In addition to the remedies set forth in Penal Code Section 370, the city attorney may institute civil actions to abate a public nuisance under this chapter. (Ord. 2013-0021 § 34; prior code § 44.03.007)

#### **12.52.040 Storage of personal property on public and private property.**

It is unlawful and a public nuisance for any person to store personal property, including camp paraphernalia, in the following areas, except as otherwise provided by resolution of the city council:

- A. Any public property; or
- B. Any private property without the written consent of the owner.

A violation of this section is a misdemeanor. In addition to the remedies set forth in Penal Code Section 370 the city attorney may institute civil actions to abate a public nuisance under this chapter. (Prior code § 44.03.008)

**12.52.050 Permit for special events required.**

The city manager may, in his or her discretion, issue a permit to establish, maintain and operate a camp or a camp facility in connection with a special event. A special event is intended to include, but not be limited to, programs operated by the departments of the city, youth or school events, marathons or other sporting events and scouting activities. The city manager may consult with various city departments, the health officer and the public prior to issuing any temporary permit. Each department or person consulted may provide comments regarding any health, safety or public welfare concerns and provide recommendations pertaining to the issuance, denial or conditioning of the permit. A reasonable fee, to be set by the city council shall be paid, in advance, by the applicant. The fee shall be returned if the application is denied. In exercising his or her discretion to issue a temporary permit, the city manager may consider any facts or evidence bearing on the sanitary, health, safety and welfare conditions on or surrounding the area or tract of land upon which the proposed temporary camp or camp facility is to be located.

Any person who establishes, maintains or operates a camp or camp facility without a permit is guilty of a misdemeanor and constitutes a public nuisance. In addition to remedies provided in Penal Code Section 370 the city attorney may institute civil actions to abate a public nuisance under this chapter. (Prior code § 44.03.009)

**12.52.060 Posting copy of permit.**

It is unlawful for any person to establish, maintain, conduct or carry on any camp or camp facility unless there shall be at all times posted in a conspicuous place upon the area or tract of land upon which the camp or camp facility is located a permit obtained from the city manager in accordance with the provisions of Section 12.52.050 of this chapter. (Prior code § 44.03.010)

**12.52.070 Power of the city manager to make rules and regulations.**

The city manager is further empowered to ascertain that the operation or maintenance of any camp or camp facilities to which a temporary permit shall apply will in no way jeopardize the public health, safety or welfare and for this purpose may make additional rules and regulations pertaining to their establishment, operation or conduct. The city manager may also impose conditions on the establishment, maintenance and operation of the camp or camp facility, including, but not limited to, security, sanitation facilities, the number of occupants, posting of bonds or deposits, insurance, quiet hours, duration of the permit, and permitted activities on the premises. When the city manager shall issue any permit under the terms of Section 12.52.050 of this chapter, the same may be revoked at any time thereafter by the city manager if the city manager becomes satisfied that the maintenance or continuing operation of the camp or camp facilities is adverse to the public health, safety and welfare. (Prior code § 44.03.011)

**12.52.080 Current ordinance provisions.**

Neither the adoption of the ordinance codified in this chapter nor the repeal hereby of any ordinance shall in any manner affect the prosecution for violation of ordinances, which violations were committed prior to the effective date hereof, nor be construed as affecting any of the provisions of such ordinance relating to the collection of any such license or penalty or the penal provision applicable to any violation thereof, nor to affect the validity of any bond or cash deposit in lieu thereof, required to be posted, filed or deposited pursuant to any ordinance, and all rights and obligations thereunder appertaining shall continue in full force and effect. (Prior code § 44.03.013)

**TITLE 6 – PUBLIC SAFETY AND WELFARE**

**CHAPTER 6-1 OFFENSES AGAINST PUBLIC PEACE**

- Section 6-1.01. Disturbing processions.
- Section 6-1.02. Camping and storage of personal property in certain areas prohibited.
- Section 6-1.03. School premises: Reporting presence.
- Section 6-1.04. School premises: Failure to leave.
- Section 6-1.05. Police canines.

**CHAPTER 6-2 OFFENSES AGAINST PROPERTY**

- Section 6-2.100. Article 1. Trespassing and Loitering on Posted Property
- Section 6-2.101. Definitions.
- Section 6-2.102. Applicability: Specified Private Property.
- Section 6-2.102.1. Applicability: Other Private Property.
- Section 6-2.103. Posting.
- Section 6-2.104. Misdemeanor.
- Section 6-2.105. Sign destruction.
- Section 6-2.106. Loitering in vicinity.
- Section 6-2.107. Police Officers excepted.
- Section 6-2.108. Labor actions.
- Section 6-2.109. Labor investigations of conditions.
- Section 6-2.110. Exceptions.
  
- Section 6-2.200. Article 2. Other Offenses
- Section 6-2.201. Posting bills on utility poles.

**CHAPTER 6-3 NOCTURNAL LOITERING BY MINORS**

- Section 6-3.01. Definitions.
- Section 6-3.02. Conduct prohibited.
- Section 6-3.03. Exceptions.
- Section 6-3.04. Violation

**CHAPTER 6-3A DAYTIME LOITERING BY MINORS**

- Section 6-3A.00. Purpose.
- Section 6-3A.01. Definitions.
- Section 6-3A.02. Conduct prohibited.
- Section 6-3A.03. When Notice to Appear shall not be issued.
- Section 6-3A.04. Violation.
- Section 6-3A.05. Penalties for Violation

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## CHAPTER 6-1 OFFENSES AGAINST PUBLIC PEACE

### Section 6-1.01. Disturbing processions.

No person shall within the City, without authority of law, disturb, disquiet or interrupt:

- (a) Any school or school procession;
- (b) Any funeral or funeral procession. (Prior code § 17-13)

### Section 6-1.02. Camping and storage of personal property in certain areas prohibited.

(a) Purpose: Public streets and other public property within the City should be readily accessible to residents and the public at large. The use of these areas for camping purposes or storage of personal property interferes with the rights of others to use these areas for the purposes for which they were intended. The purpose of this section is to maintain public streets and other public property within the City in a clean and accessible condition, and to prevent the accumulation of trash and debris, for the benefit of the public at large. Another purpose of this ordinance is to promote the public health and welfare by requiring camping in the City limits to be conducted with the owner's permission and with approved sanitary facilities.

(b) Definitions: Unless the particular provisions or the context otherwise requires, the definitions contained in this section shall govern the construction, meaning and application of words and phrases used in this section.

(1) "Camp" means to erect, pitch, or occupy a camp facility; or to use camp paraphernalia, for living purposes in an outdoor area.

(2) "Camp facility" included, but is not limited to, tents, huts, or other temporary physical shelters.

(3) "Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks or personal cooking facilities and similar equipment.

(4) "Store" means to put aside or accumulate for use when needed, to deposit for safekeeping, to place or leave in a location.

(5) "Public property" means any real estate in which the City owns a property interest.

(6) "Recreational vehicle sanitary connection" means a legally installed sewer connection, located outdoors, designed for and utilized by recreational vehicles only.

(c) Unlawful Camping.

It shall be unlawful to camp or occupy camp facilities at any time, whether inside or outside of a vehicle, in or on any:

(1) Public street, sidewalk, parking lot, bus shelter, park or other public property, except as otherwise provided by resolution of the City Council;

(2) Private property, including vacant lots, parking areas and commercial properties, unless the person camping in or on such private property:

(A) is the owners thereof or the lessee of such property or the houseguest of such owner or lessee, and recreation vehicle sanitary connection facilities approved by the building official of the City of Santa Maria are available on such property to the person camping in or on such property; or

(B) has the written permission of the owner of such property, his agent, or the person in lawful possession of such property, and recreational vehicle sanitary connection facilities approved by the building official of the City of Santa Maria are available on such property to the person camping in or on such property.

(d) Storage of personal property in or on public property. It shall be unlawful to store personal property, including camp facilities and camp paraphernalia, on any public property, except as otherwise provided by resolution of the City Council. Unlawfully stored or unclaimed personal property in or on any public property shall be deemed abandoned property. Peace Officers may impound abandoned property and turn it in at the local law enforcement station where it will be handled pursuant to Title 3, Chapter 10 of the Santa Maria Municipal Code.

(e) Misdemeanor. Any violation of this section is a misdemeanor.

(f) Exceptions. This section shall not prohibit camping in areas designated for such purposes by the City Council. Designation shall occur through land-use review pursuant to Title 12 and other applicable regulations for private property. Designation shall occur by City Council resolution and appropriate signage for public property. (Ord. 2009-03, eff. 3/5/09; Ord. 2000-12, eff. 9/14/01)

### Section 6-1.03. School premises: Reporting presence.

It is unlawful for any person who is not a student of the school or an officer or employee of the public elementary or public secondary schools of the City to fail to comply with the public school regulations requiring the person to report his presence on the school premises, and the reason therefor, to the principal of the school or to a person designated by the principal to receive such report, within a reasonable time after being present on the school

premises. This section shall apply only in the event the person is given notice of the school regulations requiring him to report his presence on school premises and the reasons therefor to the principal or to a person designated by the principal to receive such reports. (Prior code § 17-30)

**Section 6-1.04. School premises: Failure to leave.**

It is unlawful for any person who is not a student of the school or an officer or employee of the public elementary or public secondary schools of the City to fail to comply with the public school regulations requiring the person to leave a school building or school grounds promptly upon request of the principal of the school or the designee of the principal or who, after leaving a school building or school grounds pursuant to the request of the principal of the school or the designee of the principal, fails to comply with the public school regulations requiring him to remain off the school premises for forty-eight (48) hours. This section shall apply only in the event the person is given notice of school regulations requiring him to leave school premises upon request of the school principal or the designee of the principal and requiring him to remain off the school premises for forty-eight (48) hours. (Prior code § 17-31)

**Section 6-1.05. Police canines.**

(a) Any police canine, and its handler, in the performance of official law enforcement duties, has the right to enter and be present in any place, public or private, where a Police Officer has a right to be in the performance of official law enforcement duties.

(b) It is unlawful for any person to willfully torture, tease, torment, beat, interfere with, kick, strike, mutilate, injure, disable or kill any police canine used by any police agency in the performance of its functions and duties.

(c) Police canines are not subject to the provisions of Article 2 of Chapter 3 of this code while engaged in the performance of official law enforcement duties. (Ord. 84-1084 § 1, eff. 10/18/84)

## CHAPTER 6-2 OFFENSES AGAINST PROPERTY

### Section 6-2.100. Article 1. Trespassing and Loitering on Posted Property

#### Section 6-2.101. Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

(a) "Posted boundary" means a line running from sign to sign and such line need not conform to the legal boundary or legal description of any lot, parcel or acreage of land, but only the area within the "posted boundary" shall constitute "posted property," except as otherwise provided in subsection (e) of Section 6-2.103.

(1) For State law as to trespass generally, see Penal Code, § 602.

(b) "Posted property" means any property specified in Section 6-2.102 which is posted in a manner provided in Section 6-2.103.

(c) "Sign" means a sign not less than one (1) square foot in area and upon which, in letters not less than two (2) inches in height, appear the words "Trespassing-Loitering Forbidden by Law." (Prior code § 17-18)

#### Section 6-2.102. Applicability: Specified Private Property.

Any property, except that portion of such property to which the general public is accorded access, may be posted against trespassing and loitering in the manner provided in Section 6-2.103, and thereby become "posted property," subject to the provisions applicable to posted property, if such property consists of, or shall be used, or be designed to be used, for any one (1) or more of the following:

(a) An oil well, oil field, tank farm, refinery, compressor plant, absorption plant, bulk plant, marine terminal, pipeline, pipeline pumping station or reservoir, or any other plant, structure or works, used for the production, extraction, treatment, handling, storage or transportation of oil, gas, gasoline, petroleum or any products thereof;

(b) A gas plant, gas storage station, gas meter, gas valve or regulator station, gas odorant station, gas pipeline, or appurtenances, or any other property used in the transmission or distribution of gas;

(c) A reservoir dam, generating plant, receiving station, distributing station, transformer, transmission line, or any appurtenances, used for the storage of water for the generation of hydroelectric power, or for the generation of electricity by water or steam or by any other apparatus or method suitable for the generation of electricity, or for the handling, transmission, reception or distribution of electric energy;

(d) Plant, structures or facilities used for or in connection with the rendering of telephone or telegraph service or for radio broadcasting;

(e) A water well, dam reservoir, pumping plant, aqueduct, canal, tunnel, siphon, conduit or any other structure, facility or conductor for producing, storing, diverting, conserving, treating or conveying water;

(f) The production, storage or manufacture of ammunitions, dynamite, black blasting powder, gunpowder or other explosives;

(g) A railroad right-of-way, railroad bridge, railroad tunnel, railroad shop, railroad yard, or other railroad facility;

(h) Airports, landing fields or training schools for airplane pilots, and all structures or facilities used for or in connection therewith;

(i) Property of the City which is fenced or, if not fenced, posted as provided in Section 6-2.103; provided, however, that this prohibition shall not apply to lawfully authorized employees and officers of the City in the conduct of City business. (Ord. 2006-01, eff. 3/7/06; Prior code § 17-19)

#### Section 6-2.102.1. Applicability: Other Private Property.

It shall be unlawful for a person to enter or be present upon any private property or portion of private property where:

(a) The property is not open to the general public and where signs forbidding entry are posted as provided in this chapter, unless the person has the consent of the owner, the owner's agent, or the person in lawful possession of the property;

(b) The property is not open to the general public and the person has been advised of the following within the immediately preceding six months to leave and not return, and that if s/he returns to the property within six months of the advisement s/he will be made subject to arrest. The advisement must be made in writing by the owner, the owner's agent, a person in lawful possession or a peace officer at the request of the owner, the owner's agent, or a person in lawful possession. The advisement must include the name of the person advised, date, approximate time, and address of the property involved. This subsection is not violated if the person advised enters the property during

the designated six-month period after receiving express authorization from the owner, the owner's agent, or a person in lawful possession.

(c) The property is open to the general public and the person was advised within the immediately preceding 24 hours to leave and not return, and that if s/he returns to the property within 24 hours of the advisement, s/he will be subject to arrest. The advisement must be documented in writing by the owner, the owner's agent, a person in lawful possession or a peace officer at the request of the owner, the owner's agent, or a person in lawful possession. A request to leave may be made only if it is rationally related to the services performed or the facilities provided on the property.

For the purpose of this section, when a peace officer's assistance in dealing with a trespass is requested, the owner, owner's agent, or person in lawful possession shall make a separate request to the peace officer on each occasion. However, a single request for a peace officer's assistance may be made to cover a limited period of time not to exceed six months when made in writing and when it includes the specific dates of the authorization period. (Ord. 2006-01, eff. 3/7/06)

#### **Section 6-2.103. Posting.**

Any property described in Section 6-2.102 may be posted against trespassing and loitering in the following manner:

(a) Any such property, if it is not enclosed within a fence and if it is of an area not exceeding one (1) acre and if it has no lineal dimension exceeding one (1) mile, by posting signs at each corner of the area so posted, and at each entrance thereto;

(b) Any such property, if it is not enclosed within a fence, and if it is of an area exceeding one (1) acre, or if it contains any lineal dimension exceeding one (1) mile, by posting signs along or near the exterior boundaries of the area so posted at intervals of not more than six hundred (600) feet, and also at each corner thereof, and if such property has definite entrance or entrances thereto, at each such entrance;

(c) Any such property, if it is enclosed within a fence and if it is of an area not exceeding one (1) acre, and if it has no lineal dimension exceeding one (1) mile, by posting signs at each corner of such fence and at each entrance thereto;

(d) Any such property, if it is enclosed within a fence and if it is of an area exceeding one (1) acre, or if it has any lineal dimension exceeding one (1) mile, by posting signs on, or along the line of, such fence at intervals of not more than six hundred (600) feet, and also at each corner thereof and at each entrance thereto;

(e) Any such property, if it consists of poles or towers or appurtenant structures for the suspension of wires or other conductors for conveying electricity for telegraphic or telephonic messages or of towers or derricks for the production of oil or gas, by affixing a sign upon one or more sides of such poles, towers or derricks, but such posting shall render only the pole, tower, derrick or appurtenant structure "posted property." (Prior code § 17-20)

#### **Section 6-2.104. Misdemeanor.**

Every person is guilty of a misdemeanor who enters or remains upon any posted property without the written permission of the owner, tenant or occupant in legal possession or control thereof. Every person who so enters or remains upon such posted property without such written permission is guilty of a separate offense for each day during any portion of which he enters or remains upon such posted property. (Prior code § 17-21)

#### **Section 6-2.105. Sign destruction.**

Every person is guilty of a misdemeanor who, without authority, tears down, defaces or destroys any sign posted under Section 6-2.103. (Prior code § 17-22)

#### **Section 6-2.106. Loitering in vicinity.**

Every person is guilty of a misdemeanor who loiters in the immediate vicinity of any posted property. This section does not prohibit, in the immediate vicinity of any posted property, or elsewhere, picketing or any lawful activity by which the public is informed of the existence of an alleged labor dispute. (Prior code § 17-23)

#### **Section 6-2.107. Police Officers excepted.**

The provisions of Sections 6-2.101 through 6-2.106 do not apply to any entry, in the course of duty, of any peace or Police Officer or other duly authorized public officer, nor do they apply to the lawful use of an established and existing right-of-way for public road purposes. (Prior code § 17-24)

**Section 6-2.108. Labor actions.**

The provisions of Sections 6-2.101 through 6-2.106 do not prohibit any lawful activity for the purpose of engaging in any organizational effort on behalf of any labor union agent, or members thereof, or of any employee group, or any member thereof, employed or formerly employed in any place of business or manufacturing establishment described in Sections 6-2.101 through 6-2.106, or for the purpose of carrying on the lawful activities of labor unions, or members thereof. (Prior code § 17-25)

**Section 6-2.109. Labor investigations of conditions.**

The provisions of Sections 6-2.101 through 6-2.106 do not prohibit any lawful activity for the purpose of investigation of the safety of working conditions on posted property by a representative of a labor union or other employee group who has upon his person written evidence of due authorization by his labor union or employee group to make such investigation. (Prior code § 17-26)

**Section 6-2.110. Exceptions.**

This Chapter does not apply in any of the following instances: when its application results in, or is coupled with, any act prohibited by the Unruh Civil Right Act, or any other provision of law relating to prohibited discrimination against any person; when its application results in, or is coupled with, an act prohibited by Section 365 of the California Penal Code, or any other provision of law relating to the duties of innkeepers; when public officers or employees are acting within the course and scope of their employment or in the performance of their official duties; or when persons are engaging in activities protected by the United State Constitution or the California Constitution or when persons are engaging in acts which are expressly required or permitted by any provision of law. (Ord. 2006-01, eff. 3/7/06)

**Section 6-2.200. Article 2. Other Offenses**

**Section 6-2.201. Posting bills on utility poles.**

No person shall post, attach to, paste on or in any other way affix any notices, bills, posters, cards or advertisements to telegraph, telephone, light or other public service poles or posts on the public streets, lanes, alleys and parks in the City. (Prior code § 17-1)

## CHAPTER 6-3 NOCTURNAL LOITERING BY MINORS

### Section 6-3.01. Definitions.

For purposes of this chapter:

(a) "Emergency" means an unforeseen combination of circumstances or the resulting state that calls for immediate action. "Emergency" includes but is not limited to a fire, natural disaster, automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

(b) "Guardian" means a person who under court order is the guardian of a minor, including a public or private agency with whom the minor has been placed by a court order.

(c) "Loiter" has the same meaning as in California Penal Code Section 647(h).

(d) "Minor" means any person under the age of eighteen (18) years, except a court-approved, emancipated minor.

(e) "Parent" means a person who is a natural parent, adoptive parent, or stepparent of a minor.

(f) "Public place" means any place to which the public is invited, including, but not limited to, the common areas of hospitals, office buildings, transportation facilities, theaters, game rooms, shops, shopping malls, or other places of amusement or business. (Ord. 2000-15, eff. 9/5/00).

### Section 6-3.02. Conduct prohibited.

It is unlawful for any minor to loiter upon the public street, avenues, highways, roads, alleys, sidewalks, parks, playgrounds, or other public grounds, public places, parking lots or vacant lots in the City during the hours between 11:00 p.m. and 6:00 a.m.

This prohibition is intended and shall be construed so as not to result in a preemption under State law, in particular Penal Code Section 647. (Ord. 2000-15, eff. 9/5/00)

### Section 6-3.03. Exceptions.

Section 6-3.02 does not apply when:

(a) The minor is accompanied by or under direct supervision of his or her parent, guardian, or other adult person having the care or custody of the minor with the parent or guardian's permission; or

(b) The minor is on an errand directed by his or her parent or guardian or other adult person having care or custody of the minor with the parent or guardian's permission; or

(c) The minor is going to or coming from his or her place of employment, a medical appointment, or an activity sanctioned by his or her parent or guardian; or

(d) The minor is exercising his or her rights protected under the first amendment of the United States or California Constitutions, such as the free exercise of religion, freedom of speech and the right to assembly, or going to or coming from the place of exercise. (Ord. 2010-03, eff. 5/20/10; Ord. 2000-15, eff. 9/5/00)

### Section 6-3.04. Violation

Notwithstanding any other provisions of the Code, when a person under the age of eighteen (18) years is charged with a violation of this section, a Peace Officer responsible for enforcing this Code may proceed as provided in California Welfare & Institutions Code §§601, 625, 625.5, 626, or 626.5, or their successor sections, as appropriate given the applicable facts. (Ord. 2000-15, eff. 9/5/00)

## CHAPTER 6-3A DAYTIME LOITERING BY MINORS

### Section 6-3A.00. Purpose.

The purpose of this ordinance is to create an additional tool to assist in keeping students who are subject to compulsory education or compulsory continuation education out of criminal situations during their school hours. It is also a purpose of this ordinance to avoid interference with the rights of students and their parents who have chosen private education or home schooling. With these purposes in mind, the City Council expects that those enforcing this ordinance will make efforts to identify individuals who appear to be under 18 and acting in violation of this ordinance as those who are truants, before making contact. (Ord. 2006-08, eff. 8/14/06)

### Section 6-3A.01. Definitions.

For the purposes of this chapter:

(a) "Emergency" means an unforeseen combination of circumstances or the resulting state that calls for immediate action. "Emergency" includes but is not limited to a fire, natural disaster, automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

(b) "Guardian" means a person who under court order is the guardian of a minor, including a public or private agency with whom the minor has been placed by a court order, and any person at least eighteen (18) years of age having the care, control, and custody of a minor.

(c) "Loiter" means to delay or linger for the purpose of avoiding compulsory education or compulsory continuation education, or without a lawful purpose as identified in this ordinance.

(d) "Minor" means any person under the age of eighteen (18) years, except a court-approved, emancipated minor.

(e) "Minor's School Hours" means days and times that the minor is scheduled or required by the school to be in class or present on a closed school campus.

(f) "Parent" means a person who is a natural parent, adoptive parent, or stepparent of a minor.

(g) "Place of Education" means the building and grounds at which a minor receives primary or secondary education.

(h) "Public place" means any place to which the public is invited, including, but not limited to, the common areas of hospitals, office buildings, transportation facilities, theaters, game rooms, shops, shopping malls, or other places of amusement or business. (Ord. 2006-08, eff. 8/14/06)

### Section 6-3A.02. Conduct prohibited.

It is unlawful for any minor under the age of eighteen (18) years, who is subject to compulsory education or to compulsory continuation education, to loiter upon the public streets, avenues, highways, roads, alleys, sidewalks, parks, playgrounds, or other public grounds, public places, parking lots or vacant lots in the City during the minor's school hours. (Ord. 2006-08, eff. 8/14/06)

### Section 6-3A.03. When Notice to Appear shall not be issued.

A Notice to Appear under Section 6-3A.04 shall not be issued whenever a police contract with the minor pursuant to Section 6-3A.02 establishes that:

(a) The minor is accompanied by or under direct supervision of his or her parent, guardian, or other adult person having the care or custody of the minor; or

(b) The minor is on an errand directed by his or her parent or guardian or other adult person having care or custody of the minor, and has not detoured from the errand; or

(c) The minor is responding to an emergency; or

(d) The minor has official permission to be away from his/her place of education, including but not limited to employment pursuant to a valid work permit; or

(e) The minor is excused or exempt from compulsory education per the California Education Code, including but not limited to Sections 48205, 48222 and 48224; or

(f) The minor has successfully completed high school or a high school equivalency test; or

(g) The minor is exercising her or his rights under the first amendment of the United States or California Constitutions; or

(h) The minor is not a resident of Santa Barbara County; or

(i) The minor is attending a higher education course of instruction, including but not limited to "College Now." (Ord. 2006-08, eff. 8/14/06)

**Section 6-3A.04. Violation.**

(a) Violation of this Chapter is an infraction.

(b) Nothing in this Chapter is intended to limit other methods of enforcement, including but not limited to filing a petition under Section 601 or 602 of the Welfare and Institutions Code or pursuing the City's administrative or civil remedies. (Ord. 2006-08, eff. 8/14/06)

**Section 6-3A.05. Penalties for Violation**

Any person convicted of willfully violating this Chapter is guilty of an infraction punishable by a fine not to exceed \$100.00 and/or ten (10) hours of community service. Community service shall be served during a time other than the minor's hours of school attendance or employment. (Ord. 2006-08, eff. 8/14/06)

## **CHAPTER 6-4 DISCHARGE OF WEAPONS**

### **Section 6-4.01. Restricted.**

It is unlawful for any person to discharge any firearm, gun or rifle, or other gun or device discharging by the use of powder, air or springs, and bullet or shot of any kind, or any sling or slingshot in the City except in shooting galleries and on pistol and rifle ranges or other recreational facilities, the locations of which have been approved by the council; provided, that this section shall not apply to Police Officers acting within the scope of their official duties; provided further, that nothing in this section shall prohibit the discharge of a firearm by any person for the purpose of protecting or in the defense of persons or his or her home. Any person violating this section is guilty of a misdemeanor. (Ord. 2006-02, eff. 3/21/06; Ord. 88-24 § 1, eff. 12/6/88; prior code § 17-7)

## CHAPTER 6-5 CONSUMPTION OF ALCOHOL

### Section 6-5.01. Definitions.

(a) "Alcoholic beverage" means alcohol, spirits, liquor, wine, beer, and every liquid or solid containing alcohol, spirits, wine or beer, and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances. (Ord. 92-2 § 1 (part), eff. 2/20/92; Ord. 89-18 § 1 (part), eff. 9/14/89)

### Section 6-5.02. Consumption of alcohol; Possession of Open Container of Alcohol.

(a) It shall be unlawful to drink any alcoholic beverage while upon any publicly owned street, alley, sidewalk, property or parking lot. It shall also be unlawful to consume any alcoholic beverages in any City park where posted according to Section 6-5.07. This prohibition does not apply if an exception applies under Section 6-5.04.

(b) Pursuant to Section 25620 of the Business and Professions Code and any successor section, it shall be unlawful and an infraction to possess any can, bottle, or other receptacle containing any alcoholic beverage that has been opened, or a seal broken, or the contents of which have been partially removed, in any City-owned public place or City-owned park where posted according to Section 6-5.07. This prohibition does not apply if an exception applies under Section 6-5.04. (Ord. 92-2 § 1 (part), eff. 2/20/92; Ord. 89-18 § 1 (part), eff. 9/14/89; Ord. 2003-02, eff. 3/6/03; Ord. 2003-17, eff. 11/7/03)

### Section 6-5.03. Consumption of alcohol on privately owned property open to the public.

No person may drink any alcoholic beverage while upon privately owned property which is open to the public whether inside a vehicle or not, unless an exception exists under Section 6-5.04. (Ord. 89-18 § 1 (part), eff. 9/14/89; Ord. 92-2 § 1 (part), eff. 2/20/92; Ord. 2003-17, eff. 11/7/03)

### Section 6-5.04. Exceptions.

Sections 6-5.02 and 6-5.03 do not apply to:

(a) A group which has planned and organized an event at which alcoholic beverages will be served, provided the group has first applied to and received written consent from the Chief of Police or a delegate of the Chief of Police, and possesses the written consent at the site of the event; or

(b) To a group which has received written consent to serve and consume alcoholic beverages to conduct an event in a specified area of a public building from the Director of Recreation and Parks or a delegate of the Director. (Ord. 92-2 § 1 (part), eff. 2/20/92; Ord. 89-18 § 1 (part), eff. 9/14/89)

### Section 6-5.05. Police permit.

The Chief of Police, or a delegate of the Chief of Police, may grant written permission subject to reasonable conditions, to consume alcoholic beverages at places such as is prohibited by Sections 6-5.02 and 6-5.03, to a group conducting a planned and organized community event. This consent may be immediately revoked, without prior notice, by any City Police Officer, acting in the Officer's official capacity, if any condition of the written permission or any law is violated by the group conducting the event.

This permission shall in no way be construed as permission to serve or sell alcoholic beverages to the public. (Ord. 92-2 § 1 (part), eff. 2/20/92; Ord. 89-18 § 1 (part), eff. 9/14/89)

### Section 6-5.06. Recreation and Parks permit.

The Director of Recreation and Parks, or a delegate of the Director, may grant written permission, subject to reasonable legal conditions, to a group to consume alcoholic beverages conducting a planned and organized event. This consent may be immediately revoked, without prior notice, by any City Police Officer acting in the officer's official capacity, or the Director or delegate thereof, if any condition of the written permission or any law is violated by the group conducting the event. (Ord. 92-2 § 1 (part), eff. 2/20/92; Ord. 89-18 § 1 (part), eff. 9/14/89)

### Section 6-5.07. Posting public parks.

(a) The posting of public parks as provided in Section 6-5.02(a) shall be clearly visible and read substantially as follows:

Consumption of an alcoholic beverage is prohibited. S.M.M.C. Title 6, Chapter 5.

(b) The posting of public parks as provided in Section 6-5.02(b) shall be clearly visible and read substantially as follows:

Possession of an open container of an alcoholic beverage is prohibited. S.M.M.C. Section 6-5.02(b). (Ord. 92-2 § 1 (part), eff. 2/20/92; Ord. 89-18 § 1 (part), eff. 9/14/89; Ord. 2003-02, eff. 3/6/03)

**Section 6-5.08. Violation.**

Violation of any section in this chapter is a misdemeanor notwithstanding Section 1-6.01 of this code. (Ord. 92-2 § 1 (part), eff. 2/20/92; Ord. 89-18 § 1 (part), eff. 9/14/89)

## CHAPTER 6-6 PARTY DISTURBANCES

### Section 6-6.01. Purpose.

The City determines that it is in the best interest of all its residents that parties which deprive neighbor residents of their right to peace, safety and tranquility be subject to certain regulations designed to control disturbances.

(Ord. 93-25, eff. 08/19/93; Ord. 2003-18, eff. 11/7/03)

### Section 6-6.02. Definitions.

(a) "Residence" means the private domain, dwelling, house, household, apartment, townhouse or other structure designed, or being used, for human habitation.

(b) "Resident" means the person or persons residing at or in the residence.

(c) "Commercial" means an establishment, building or location normally associated with wholesale and/or retail business.

(d) "Party" is a gathering or assemblage of a group of three or more persons for the purpose of mutual enjoyment or entertainment.

(e) "Party Disturbance" is a circumstance or event at a party that deprives other neighbor residents of the safe or quiet enjoyment of their residences. "Party disturbance" includes, but is not limited to, a sound which is plainly audible to a person of average hearing at a distance of fifty (50) feet from the noisemaker, or across any property line from the noisemaker, whichever distance is less, and:

(1) endangers or injures the safety or health of human beings or animals; or

(2) annoys or disturbs reasonable persons of average sensibilities; or

(3) endangers or injures personal or real property.

(f) "Neighbor" means the person(s) residing within the immediate geographical area of the disturbance.

(g) "Notice of Party Disturbance" means the lawful advisement by a Peace Officer to the host or sponsor of a party being a disturbance to the neighborhood.

(h) "Host" or "hosting" means the resident(s) of the disturbing location, or the person(s) or the act of residing at or sponsoring or facilitating the party at the residence or commercial location.

(i) "Peace Officer" means any person defined by the California Penal Code as a Peace Officer. (Ord. 93-25, eff. 08/19/93; Ord. 2003-18, eff. 11/7/03)

### Section 6-6.03. Party disturbances prohibited.

No person(s) may persist or continue in hosting a party at a residence or upon commercial property, under the following conditions:

(a) Upon complaint to the Police Department by a neighbor that the circumstances or event at a party constitutes a party disturbance.

(b) A Peace Officer counsels the host or resident and issues a "Notice of Party Disturbance." (Ord. 93-25, eff. 08/19/93; Ord. 2003-18, eff. 11/7/03)

### Section 6-6.04. Violations.

Any person(s) persisting or continuing in hosting a party disturbance after notice as set out in Section 6-6.03(b) above that the event or circumstance constitutes a party disturbance is guilty of a misdemeanor. (Ord. 93-25, eff. 08/19/93; Ord. 2003-18, eff. 11/7/03)

### Section 6-6.05. Administrative Costs.

(a) The person(s) persisting or continuing in hosting a party disturbance in violation of this chapter shall pay administrative costs to the City of Santa Maria. If any of these persons is a minor, then the parents or guardian of the minor shall be jointly and severally liable to pay administrative costs.

(b) Administrative costs relating to a violation of this chapter shall begin to accrue when police respond to a neighbor complaint under Section 6-6.03(a), and shall include the following: Police personnel at special security assignment rate, equipment cost, damage to City property and/or injuries to City personnel. (Ord. 93-25, eff. 08/19/93; Ord. 2003-18, eff. 11/7/03)

## CHAPTER 6-7 SALE OF GRAFFITI TOOLS

### Section 6-7.01. Sale to minors prohibited.

No person may sell or give aerosol paint or a marker pen with a tip exceeding three-eighths (3/8) of an inch in width to any person under the age of eighteen (18). (Ord. 93-30, eff. 01/06/94)

### Section 6-7.02. Sale of graffiti tools.

(a) Every person who owns, conducts, operates or manages a retail commercial establishment selling aerosol spray paint, dye or polish containers, or marker pens with tips exceeding three-eighths (3/8) of an inch in width shall place a sign in clear public view at, on or near the display of each such product stating:

"GRAFFITI IS A CRIME. ANY PERSON DEFACING PROPERTY WITH PAINT OR OTHER DEVICE IS GUILTY OF A CRIME PUNISHABLE BY IMPRISONMENT OF UP TO SIX (6) MONTHS AND A \$1,000 FINE PER INCIDENT."

(b) Every person who owns, conducts, operates or manages a retail commercial establishment selling aerosol spray paint, dye or polish containers or marker pens with tips exceeding three-eighths (3/8) of an inch in width shall place a sign in the direct view of every person who will be responsible for accepting customer payment for such containers or marking pens stating:

"IT IS A CRIME TO SELL OR OTHERWISE CONVEY AEROSOL SPRAY PAINT OR WIDE-TIPPED MARKERS TO PERSONS UNDER EIGHTEEN (18) YEARS OF AGE IN THE CITY OF SANTA MARIA. PUNISHMENT FOR THIS CRIME CAN BE UP TO SIX (6) MONTHS IN JAIL AND A \$1,000 FINE PER SALE." (Ord. 93-30, eff. 01/06/94)

### Section 6-7.03. Display requirements for graffiti tools.

Every person who owns, conducts, operates or manages a retail commercial establishment selling aerosol spray paint, dye or polish containers or marker pens with tips exceeding three-eighths (3/8) of an inch in width, shall assure, through placement of displays, workstations, mirrors or other arrangements or devices, that those products defined and described in this section can be easily and readily observed by retail establishment personnel during all times such establishment is open to the public, or in such a manner as to make them inaccessible to a customer present in an area allocated for customer use without assistance from an employee of that establishment. (Ord. 93-30, eff. 01/06/94)

### Section 6-7.04. Possession of graffiti tools unlawful.

(a) Absent the permission by the real property owner or other person having control thereof, it shall be unlawful for any person to possess aerosol spray paint, liquid paint, liquid dye or polish containers or marker pens with tips exceeding three-eighths (3/8) or an inch in width, in any public building or upon any public facility or private property.

(b) Absent being under the express supervision of their parent, guardian or other adult person acting in "Loco Parentis" it shall be unlawful for any person under the age of eighteen (18) to possess aerosol spray paint or markers with tips in excess of three-eighths (3/8) of an inch in width. (Ord. 93-30, eff. 01/06/94)

### Section 6-7.05. Helping minors obtain graffiti tools.

It is unlawful for any person to aid or abet any person under the age of eighteen (18) years in the purchase or obtaining of any aerosol spray paint or of marker pens with tips exceeding three-eighths (3/8) of an inch in width. (Ord. 93-30, eff. 01/06/94)

### Section 6-7.06. Penalties.

Any violation of this chapter shall be punishable as a misdemeanor as set forth in Section 1-6.01 of the Municipal Code. (Ord. 93-30, eff. 01/06/94)

## CHAPTER 6-8 REWARD PROGRAM

### Section 6-8.01. Findings and Intent.

The City Council finds that graffiti on public and private property creates a condition which reduces property values and promotes blight and neighborhood deterioration. This deterioration invites further graffiti and other forms of crimes including vandalism. It is the purpose and intent of the City Council to provide, through the establishment of a reward program for information leading to the arrests of any persons engaged in graffiti activities, an additional enforcement tool to protect private and public property and public safety. (Ord. 2006-18, eff. 2/1/07)

### Section 6-8.02. Reward Program.

(a) Pursuant to Section 53069.5 of the Government Code, the City will pay a reward of up to five hundred (\$500.00) dollars for information leading to the arrest of any person maliciously injuring or destroying another's property by the use of graffiti.

(b) For the purpose of this section, diversion of the offending violator to a community service program or a plea bargain to a lesser offence shall constitute a conviction. No public employee or officials whose duty it is to investigate or to enforce the law, or their spouses, children or parents living in the same household shall be entitled to a reward.

(c) Claims for the rewards under this section shall be filed with the City of Santa Maria Police Department. Each claim shall specifically identify the date, location, kind of property damage, and the name of the person who was convicted or arrested.

(d) In the event of multiple contributors of information, the reward amount shall be divided by the City in the manner it deems appropriate.

(e) No claim for a reward shall be allowed by the City unless the Chief of Police or his/her designee investigates and verifies the arrest or conviction and recommends that it be allowed. The amount of the reward will be subject to the discretion of the Chief of Police or his/her designee, and this decision will be final.

(f) The person committing the graffiti offense, and if an unemancipated minor, then the custodial parent of said minor, shall be liable for any reward paid pursuant to this section. The City can utilize any legal collection method and/or may request that this amount be included as restitution as part of any criminal prosecution against the person committing the graffiti offense. (Ord. 2006-18, eff. 2/1/07)

## CHAPTER 6-9 RESIDENCY RESTRICTIONS FOR REGISTERED SEX OFFENDERS

### Section 6-9.01. Definitions.

For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- (a) "Child" or "Children" shall mean any person(s) under the age of 18 years of age.
- (b) "Park" shall include those areas used as public parks where children regularly gather. Parks shall include those in, or within and inside of 2,000 linear feet of the jurisdictional boundaries of the City of Santa Maria.
- (c) "Permanent Resident" shall mean any person who, as of a given date, obtained the right to occupy a dwelling on a lot, including, but not limited to, a single family lot, multi-family lot, duplex lot, mobile home park, hotel lot, motel lot, or inn lot more than 30 consecutive days.
- (d) "Residential Exclusion Zone" shall include those areas located within 2,000 linear feet of the closest property line of a lot containing a school, or park. A lot shall be considered to be within a Residential Exclusion Zone if its property line closest to a school or park falls within the 2,000 feet distance.
- (e) "School" means any public or private school with one or more grades K through 12, located in, or within 2,000 feet of, the jurisdictional boundaries of the City of Santa Maria.
- (f) "Sex Offender" means any person for whom registration is required pursuant to California Penal Code Section 290, regardless of whether that person is on parole or probation, and shall include violent sexual predators as defined under the California Penal Code.
- (g) "Temporary Resident" means any person who, as of a given date, obtained the right to occupy a dwelling on a lot, including, but not limited to, a single family lot, multi-family lot, duplex lot, mobile home lot, a hotel lot, motel lot or inn lot for 30 days or less. (Ord. 2011-09, eff. 11/15/11; Ord. 2011-10, eff. 12/15/11)

### Section 6-9.02. Violation of residential exclusion zone.

No sex offender shall be a permanent or temporary resident in a Residential Exclusion Zone. (Ord. 2011-09, eff. 11/15/11; Ord. 2011-10, eff. 12/15/11)

### Section 6-9.03. Residential exclusion zone – no exempted parks.

The City has determined that there are no exempted parks: all parks are places where children regularly gather. (Ord. 2011-09, eff. 11/15/11; Ord. 2011-10, eff. 12/15/11)

### Section 6-9.04. Residential Measure of Distance.

The 2,000 feet requirement of the Residential Exclusion Zone is measured in a straight line, in all directions, without regard to any intervening structures, from the property line of the residence where the sex offender is a permanent or temporary resident, and the property line of the places listed in Section 6-9.01(b) (Parks) and 6-9.01(e) (Schools). (Ord. 2011-09, eff. 11/15/11; Ord. 2011-10, eff. 12/15/11)

### Section 6-9.05. Penalties.

Every person who violates any provision of this chapter shall be guilty of a misdemeanor. Each day that such violation exists shall be deemed a new and separate offense. (Ord. 2011-09, eff. 11/15/11; Ord. 2011-10, eff. 12/15/11)

### Section 6-9.06. Criminal penalties do not satisfy administrative or civil actions.

Neither the arrest, prosecution, conviction, imprisonment, nor payment of any fine for any violation of Chapter 6-9 shall satisfy or diminish the authority of the City to institute administrative or civil actions seeking enforcement of any or all of the provisions of this chapter. (Ord. 2011-09, eff. 11/15/11; Ord. 2011-10, eff. 12/15/11)

### Section 6-9.07. Timing of application of this chapter.

Notwithstanding anything to the contrary contained herein, this Chapter shall apply to all sex offenders who locate within the City of Santa Maria after the effective date of this ordinance creating this Chapter. Nothing in this Chapter is intended to limit the obligations of a Sex Offender to comply with the requirements of state law, including, but not limited to, California Penal Code Section 3003.5. (Ord. 2011-09, eff. 11/15/11; Ord. 2011-10, eff. 12/15/11)

## CHAPTER 6-10 AGGRESSIVE SOLICITATION

### Section 6-10.01. Title

This chapter shall be known and cited as the "Santa Maria Aggressive Solicitation Ordinance." (Ord. 2014-03, eff. 7/17/2014)

### Section 6-10.02. Definitions

The definitions and provisions contained in this section shall govern the construction of words and phrases used in this chapter. The definition of each word or phrase shall constitute, to the extent applicable, the definition of each word or phrase which is derived from it, or from which it is a derivative, as the case may be.

(a) "After dark" means the period of time between one half-hour after sunset and one half-hour before sunrise.

(b) "Aggressive solicitation" and "aggressively solicit" mean doing any of the following in the course of solicitation:

(1) Intentionally or recklessly touching or making any physical contact with another person, or a vehicle that another person is occupying, without that person's consent.

(2) Continuing to solicit another person within ten (10) feet after the person has made a negative response to such solicitation.

(3) Intentionally or recklessly blocking the safe or free passage of the person being solicited, including a person in a vehicle, or requiring the person, including a driver of a vehicle, to take evasive action to avoid physical contact with the person making the solicitation.

(4) Intentionally or recklessly using:

(i) Obscene or abusive language or gestures intended to, or likely to, cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or

(ii) Words intended, or reasonably likely to, intimidate the person into responding affirmatively to the solicitation.

(5) Approaching, speaking to, or following a person before, during or after solicitation if that conduct:

(i) Is intended, or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or

(ii) Is intended, or is likely to intimidate a reasonable person being solicited into giving money or another thing of value.

(c) "Automated Teller Machine (ATM)" means a device, linked to a financial institution's account records, which is able to carry out transactions, including, but not limited to, account transfers, deposits, cash withdrawals, balance inquiries and mortgage and loan payments.

(d) "ATM Facility" means the area comprised of one or more ATMs and any adjacent space, which is made available to banking customers after regular banking hours.

(e) "Check-cashing business" means any person duly licensed by the State Banking Department to engage in the business of cashing checks, drafts or money orders for consideration, pursuant to the provisions of the banking laws.

(f) "Public area" means an area to which the public or a substantial group of persons has access, and includes, but is not limited to, alleys, bridges, buildings, driveways, public parking garages, parking lots, parks, playgrounds, schools, plazas, sidewalks, and streets open to the general public, and the doorways and entrances to buildings and dwellings, and the grounds enclosing them.

(g) "Solicit" or "solicitation" shall mean any request made in person seeking an immediate donation of money or other item of value, using the spoken, written, or printed word, or bodily gestures, signs, or other means. A person shall not be deemed to be in the act of aggressive solicitation when he or she passively displays a sign, or when the request is not addressed to any specific person, or when the request is made in response to an inquiry by that person.

(h) "Solicitor" means any person making a solicitation. (Ord. 2014-03, eff. 7/17/2014)

### Section 6-10.03. Prohibited acts

It shall be unlawful and a public nuisance for any person to:

(a) Engage in aggressive solicitation on the streets, sidewalks and other public places, whether publically or privately owned.

(b) Solicit in the following places:

(1) Within twenty-five (25) feet of an unenclosed ATM.

(2) Within twenty-five (25) feet of the entrance or exit to an ATM facility, bank, credit union, or check-cashing business after dark.

(3) In a parking garage or structure, without the express consent of the owner or manager of the parking garage or structure.

(4) In a parking lot after dark without the express consent of the owner or manager of the parking lot or parking structure.

(5) In public transportation vehicles or facilities.

(6) Within twenty-five (25) feet of a bus stop or public transportation stop after dark.

(7) In any public restroom.

(8) When the solicitation is made by approaching the occupant of a motor vehicle while the vehicle is located on any public street, any median of a public street, any parking lot or structure, or within six feet of any vehicular entrance or exit of any parking lot or structure.

(i) This subsection shall not apply to services rendered in connection with emergency services or repairs requested by the operator or passenger of such vehicle.

(ii) This subsection shall not apply to vehicles lawfully parked within a public street.

(iii) This subsection shall not apply to any sidewalk or walkway unless located within ten feet of the vehicular entrance or exit of any parking lot or structure.

(iv) This subsection shall not apply if the vehicle occupant has verbally requested or otherwise clearly indicated consent to the approach.

(9) In any non-public places except with the property owner's or lawful occupant's written consent which shall be produced upon request. (Ord. 2014-03, eff. 7/17/2014)

#### **Section 6-10.04. Exceptions**

Nothing in this chapter is intended to do any of the following:

(a) Prohibit or regulate any demand for payment of services rendered or goods delivered.

(b) Restrict the exercise of protected free speech. (Ord. 2014-03, eff. 7/17/2014)

#### **Section 6-10.05. Violation and enforcement**

Any violation of this chapter is an infraction and a public nuisance and is subject to any and all remedies available in this Code and at law. (Ord. 2014-03, eff. 7/17/2014)

**OROVILLE CITY COUNCIL/OROVILLE PUBLIC FINANCING AUTHORITY  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS; CHAIRPERSONS AND COMMISSIONERS**

**FROM: RANDY MURPHY, CITY ADMINISTRATOR;  
RUTH WRIGHT, FINANCE DIRECTOR; AND  
GLENN LAZOF, INTERIM DIRECTOR OF FINANCE**

**RE: STIPEND INCREASE - CITY COUNCIL, MAYOR, AND TREASURER STIPENDS**

**DATE: DECEMBER 2, 2014**

**SUMMARY**

The Council/Commission may consider adopting recommended revisions to Fiscal Year 2015 budget relating to City Council, Mayor, and Treasurer Stipends.

**DISCUSSION**

The Final FY Budget 2014 – 2015 was adopted on November 4, 2014 with the exception of City Council, Mayor, and Treasurer Stipends. Staff has compiled additional information on this subject for the Council review. See attached for stipend comparison to other Cities.

City Council, Mayor, and Treasurer Stipends – Recommended budget reflects the following changes in stipends as per the August 12 submission, except that an increase for the Treasurer has also been added. However, one time savings reflect that stipend increases are not effective until November 2014. As reported August 12, 2014, “the cost of serving in these elected positions have increased considerably since the last time stipends were raised in 2002, therefore staff is also recommending that stipends for Council, Treasurer and Mayor be increased to \$400 per month and \$500 per month, respectively.” It should be noted that Department Heads receive monthly allowances for mileage and mobile technology of \$ 400..

Also note the increase of fuel prices since 2002, and the personal cost of the Council, Mayor, and Treasurer to travel to meetings for the many committees they serve on. This cost could be substantial if reimbursed at the IRS mileage rate allowed.

**FISCAL IMPACT**

Net impact to City Fund Balance \$11,884 for the duration of the current fiscal year.

## **RECOMMENDATIONS**

1. Option A - Take no action, leaving City Council, Mayor, and Treasurer Stipends at their current level; *or*
2. Option B (Requires a super majority) - Approve monthly Stipends as follows: Mayor \$500, City Council and Treasurer \$400, effective December 2014; *and*
3. Approve Supplemental Adjustment No. 2014/15-1202-XX; *or*
4. Option C (Requires a simple majority) - Direct staff to reflect an increase in monthly Stipends as follows Mayor \$500, City Council and Treasurer \$400, effective July 2015, in the 2015 - 2016 adopted budget.

## **ATTACHMENTS**

Comparative Data of Other City Stipends

CITY OF OROVILLE  
COMPARATIVE DATA OF OTHER CITY STIPENDS

	City of Chico	Town of Paradise	City of Grass Valley	City of Redding	City of Banning	City of Patterson	City of Yucca Valley	Average	City of Oroville Current Stipend	City of Oroville Proposed Stipend	City of Oroville Dept Head Stipend (travel and technology)
Population	88,077	26,283	12,793	91,119	30,506	20,868	21,132				400
Mayor	725	300	300	600	390	500	489	472	250	<b>500</b>	
City Council	600	300	275	600	390	300	489	422	200	<b>400</b>	
Treasurer	N/A	N/A	N/A	600	390	120	N/A	370	300	<b>400</b>	
Benefits	Yes	Yes	No	Yes	Yes	No	Yes with cap of 1,050				

**OROVILLE CITY COUNCIL  
STAFF REPORT**

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

**FROM: BILL LAGRONE, DIRECTOR OF PUBLIC SAFETY**

**RE: STRUCTURE OF THE OROVILLE FIRE DEPARTMENT**

**DATE: DECEMBER 2, 2014**

**SUMMARY**

The Council may consider making the Battalion Chief position within the Fire Department permanent.

**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. Earlier this year, the Council authorized the trial of Battalion Chiefs for the Fire Department. Over the past few months the Battalion Chiefs have performed admirably and have delivered several key projects that otherwise would not have been completed. These projects include a Council adopted Policy Manual, a comprehensive analysis and staff report regarding Emergency Medical Fees, training benchmarks for all personnel, assurance of adherence to Mutual Aid Agreements, attendance and participation in County upper level Fire Service meetings, overtime management, and out of County Strike Team Management. Most of the aforementioned items could not have been accomplished without these key positions.

An issue that has arisen with the addition of the Battalion Chiefs is the salary scale. Currently, a person working the classification of Fire Captain can earn more salary each year than the current salary scale will allow a Battalion Chief to earn. Battalion Chiefs are exempt mid-managers and not eligible to earn overtime. To relieve this compaction of the salary scale it is suggested that the Battalion Chief Salary scale be that of the Police Lieutenant.

The Public Safety Department has responded to several out of County fires this year. The Oroville Fire Department has earned \$67,907 after expenditures of overtime to date. The Public Safety Department proposes to help offset the cost of these new salary scales with some of these monies.

**FISCAL IMPACT**

The current year cost of this proposal will be offset by strike force reimbursements. The Public Safety Department has expressed confidence that

that the City will continue to increase our earnings from our strike force in future years, offsetting the cost in future years. The annualized cost is approximately \$18,000. The budget adjustment below is to effect this change upon approval.

Approve Budget Adjustment 2014/151202XX.

Increase Revenues	001-4435-2000	\$10,500
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Increase Expenditures	001-5999-2000	\$10,500
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### **RECOMMENDATIONS**

1. Adopt Resolution No. 8308 - A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE RESTRUCTURING OF THE FIRE DEPARTMENT TO INCLUDE TWO BATTALION CHIEFS AND ADOPT THE SALARY SCHEDULE OF THE POLICE LIEUTENANT AS THE SALARY SCHEDULE FOR FIRE BATTALION CHIEFS.
2. Approve Budget Adjustment No. 2014/15-1202-XX.

### **ATTACHMENTS**

Classification & Compensation – OMMA  
Classification & Compensation - OFFA

### **ATTACHMENT**

Fire Captain Salary Schedule  
Current Battalion Chief Salary Schedule  
Police Lieutenant Salary Schedule

**CITY OF OROVILLE  
RESOLUTION NO. 8308**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE RESTRUCTURING OF THE FIRE DEPARTMENT TO INCLUDE TWO BATTALION CHIEFS AND ADOPT THE SALARY SCHEDULE OF THE POLICE LIEUTENANT AS THE SALARY SCHEDULE FOR FIRE BATTALION CHIEFS**

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

1. The Council hereby approves the restructuring of the Oroville Fire Department to include two Battalion Chiefs.
2. The Council hereby adopts the Police Lieutenant Salary Schedule as the Salary Schedule for Battalion Chiefs. A copy of the Police Lieutenant Salary Schedule is attached as Exhibit A.
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 December 2, 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

CITY OF OROVILLE							
Classifications & Compensation for Oroville Fire Fighter's Association (OFFA) Members							
Effective 07/01/10							
EXHIBIT "A"							
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	
Fire Captain	\$57,153.42	\$61,911.09	\$66,668.75	\$71,426.42	\$76,184.09	\$80,941.75	Annual
	\$4,762.79	\$5,000.92	\$5,250.97	\$5,513.52	\$5,789.20	\$6,078.66	Monthly
Range 357	\$19.63	\$20.61	\$21.64	\$22.72	\$23.86	\$25.05	Hourly
Fire Engineer	\$42,455.23	\$45,391.25	\$48,327.27	\$51,263.29	\$54,199.31	\$57,135.33	Annual
	\$4,054.86	\$4,257.60	\$4,470.48	\$4,694.00	\$4,928.70	\$5,175.14	Monthly
Range 352	\$16.71	\$17.55	\$18.42	\$19.34	\$20.31	\$21.33	Hourly
Firefighter	\$31,259.53	\$33,493.19	\$35,726.85	\$37,960.51	\$40,194.17	\$42,427.83	Annual
	\$3,687.58	\$3,871.96	\$4,065.56	\$4,268.83	\$4,482.28	\$4,706.39	Monthly
Range 348	\$15.20	\$15.96	\$16.75	\$17.59	\$18.47	\$19.39	Hourly

**CITY OF OROVILLE**  
**Classifications & Compensation for Oroville Mid-Manager's Association (OMMA) Members**  
**EXHIBIT "A"**

Effective 01/17/12

Revised 01/10/12

CLASSIFICATION:		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Deputy Fire Chief	20250	\$69,563.06	\$73,041.21	\$76,693.27	\$80,527.94	\$84,554.34	\$88,782.07	\$93,221.17	\$97,882.23	Annual
		\$5,796.92	\$6,086.77	\$6,391.11	\$6,710.86	\$7,046.20	\$7,398.51	\$7,768.43	\$8,156.85	Monthly
	160 - MGT02	\$33.44	\$35.12	\$36.87	\$38.72	\$40.65	\$42.68	\$44.82	\$47.06	Hourly
RDA Project Manager/ City Engineer	20900	\$65,142.66	\$68,399.79	\$71,819.78	\$75,410.77	\$79,181.32	\$83,140.40	\$87,297.42	\$91,662.29	Annual
		\$5,428.56	\$5,699.98	\$5,984.98	\$6,284.23	\$6,598.44	\$6,928.37	\$7,274.78	\$7,638.52	Monthly
	167 - MGT01	\$31.32	\$32.88	\$34.53	\$36.26	\$38.07	\$39.97	\$41.97	\$44.07	Hourly
Battalion Chief	20200	\$60,718.92	\$63,754.87	\$66,942.61	\$70,289.74	\$73,804.24	\$77,494.46	\$81,369.18	\$85,437.64	Annual
		\$5,059.91	\$5,312.91	\$5,578.55	\$5,857.48	\$6,150.35	\$6,457.87	\$6,780.77	\$7,119.80	Monthly
	169 - MGT02	\$29.19	\$30.65	\$32.18	\$33.79	\$35.48	\$37.26	\$39.12	\$41.08	Hourly
Police Lieutenant	20800	\$78,311.85	\$82,227.44	\$86,338.81	\$90,655.76	\$95,188.55	\$99,947.99	\$104,945.39	\$110,192.66	Annual
		\$6,525.99	\$6,852.29	\$7,194.90	\$7,554.65	\$7,932.38	\$8,329.00	\$8,745.45	\$9,182.72	Monthly
	170 - MGT02	\$37.65	\$39.53	\$41.51	\$43.58	\$45.76	\$48.05	\$50.45	\$52.98	Hourly
Enterprise Zone/ Business Assistance Coordinator	20960	\$61,807.30	\$64,687.67	\$67,922.05	\$71,318.15	\$74,884.07	\$78,628.28	\$82,559.70	\$86,687.68	Annual
		\$5,133.94	\$5,390.64	\$5,660.17	\$5,943.18	\$6,240.34	\$6,552.36	\$6,879.97	\$7,223.97	Monthly
	170 - MGT01	\$29.62	\$31.10	\$32.65	\$34.29	\$36.00	\$37.80	\$39.69	\$41.68	Hourly
Planning Manager	30400	\$63,415.27	\$66,586.03	\$69,915.34	\$73,411.10	\$77,081.67	\$80,935.76	\$84,982.55	\$89,231.68	Annual
		\$5,284.61	\$5,548.84	\$5,826.28	\$6,117.59	\$6,423.47	\$6,744.65	\$7,081.88	\$7,435.97	Monthly
	173 - MGT01	\$30.49	\$32.01	\$33.61	\$35.29	\$37.06	\$38.91	\$40.86	\$42.90	Hourly
Chief Building Official	20100	\$61,904.10	\$64,999.31	\$68,249.27	\$71,681.73	\$75,244.83	\$79,007.08	\$82,957.44	\$87,105.31	Annual
		\$5,158.68	\$5,416.61	\$5,687.44	\$5,971.81	\$6,270.40	\$6,583.92	\$6,913.12	\$7,258.78	Monthly
	168 - MGT01	\$29.76	\$31.25	\$32.81	\$34.45	\$36.18	\$37.98	\$39.88	\$41.88	Hourly
Accounting Manager	61000	\$67,449.83	\$69,322.32	\$71,338.44	\$73,505.36	\$75,830.64	\$78,322.18	\$80,988.29	\$83,837.70	Annual
IT Manager		\$4,787.49	\$5,026.86	\$5,278.20	\$5,542.11	\$5,818.22	\$6,110.18	\$6,415.69	\$6,736.48	Monthly
	172 - MGT01	\$27.62	\$29.00	\$30.45	\$31.97	\$33.57	\$35.25	\$37.01	\$38.86	Hourly
Management Analyst III	20350	\$54,797.62	\$57,681.70	\$60,717.58	\$63,913.25	\$67,277.10	\$70,818.00	\$74,268.00	\$77,981.40	Annual
		\$4,566.47	\$4,806.81	\$5,059.80	\$5,326.10	\$5,606.43	\$5,901.50	\$6,189.00	\$6,498.45	Monthly
	175 - MGT01	\$26.35	\$27.73	\$29.19	\$30.73	\$32.34	\$34.05	\$35.71	\$37.49	Hourly
Public Works Manager	20500	\$57,494.73	\$60,369.47	\$63,387.94	\$66,567.34	\$69,885.20	\$73,379.45	\$77,048.44	\$80,900.86	Annual
Parks & Trees Manager		\$4,791.23	\$5,030.79	\$5,282.33	\$5,546.44	\$5,823.77	\$6,114.96	\$6,420.70	\$6,741.74	Monthly
	171 - MGT01	\$27.64	\$29.02	\$30.47	\$32.00	\$33.60	\$35.28	\$37.04	\$38.89	Hourly
RDA & Economic Development Manager	21100	\$65,303.90	\$68,569.10	\$71,997.55	\$75,597.43	\$79,377.30	\$83,346.16	\$87,513.47	\$91,889.15	Annual
		\$5,441.99	\$5,714.09	\$5,999.80	\$6,299.79	\$6,614.77	\$6,945.51	\$7,292.79	\$7,657.43	Monthly
	177 - MGT01	\$31.40	\$32.97	\$34.61	\$36.34	\$38.16	\$40.07	\$42.07	\$44.18	Hourly



**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: RUTH WRIGHT, FINANCE DIRECTOR**

**RE: FINANCE DEPARTMENT REPORT**

**DATE: DECEMBER 2, 2014**

**NEW FINANCE DIRECTOR** –Getting to know the Finance staff and co-workers has been great, we have an awesome team and I look forward to accomplishing some amazing things together!

**INDEPENDENT AUDIT:** The 2013 – 2014 Fiscal Year Audit is under way. Staff has been busy providing financing information for the Auditors. Preliminary field work is complete and a meeting is set for early December with City staff and the Auditors to discuss open items and any management recommendations or findings. We are very confident the audit will be completed on time without the need of an extension.

**OCTOBER REVENUE EXPENDITURE REPORTS** – These reports are included in this agenda packet. Note that the budget columns reflect the adopted budget, not the revision approved November 4. The updated budgets will be reflected in subsequent reports, once the revision is uploaded into the financial system. The expenditure budget includes prior year appropriations for purchase order carryovers.

**NEW ACCOUNTING SOFTWARE** – We are reaching out to other Cities and are compiling a list of possible vendors.

CC-17



CITY OF OROVILLE, CALIFORNIA  
FINANCIAL SUMMARY  
FOR THE PERIOD ENDED  
October 31, 2014

	REVENUES					EXPENDITURES				
	Actual Current Month October 2014	Actual July 2014 through June 2015	Adopted Budget 2014-2015	Remaining Budget	% of year Remaining 67%	Actual Current Month October 2014	Actual July 2014 through June 2015	Adopted Budget 2014-2015	Remaining Budget	% of year Remaining 67%
<b>CITY DEPARTMENTS</b>										
<b>GENERAL FUND</b>										
City Council	-	-	-	-		4,728	27,351	87,100	59,749	69%
Mayor	-	-	-	-		1,346	8,713	32,600	23,887	73%
City Attorney	-	-	-	-		22,762	53,011	384,725	331,714	86%
City Clerk	1	1	50	49	98%	19,552	52,841	194,800	141,959	73%
Human Resources	-	-	550	550	100%	16,263	51,744	156,200	104,456	67%
City Admin.	-	-	-	-		24,339	67,300	245,600	178,300	73%
Economic Develop./Comm. Enh.	-	(27)	25,067	25,094	100%	3,593	11,832	40,067	28,235	70%
Information Technology	-	-	10,900	10,900	100%	46,799	96,184	274,300	178,116	65%
Finance	1,731	6,923	105,532	98,609	93%	49,090	247,062	685,099	438,037	64%
Post Employment Costs	568	2,326	117,300	114,974	98%	3,635	13,813	117,300	103,487	88%
City Treasurer	-	-	-	-		2,226	9,088	24,600	15,512	63%
Planning	8,113	16,659	46,200	29,541	64%	30,887	91,035	317,230	226,195	71%
City Hall	3,339	10,430	-	(10,430)		9,723	28,576	96,501	67,925	70%
Arline Rhyne	211	626	160	(466)	-291%	1,175	2,437	7,400	4,963	67%
Fire Department	5,940	12,582	232,620	220,038	95%	193,936	565,183	2,411,100	1,845,917	77%
Police Department	33,984	91,759	1,367,031	1,275,272	93%	545,376	1,745,850	5,197,679	3,451,829	66%
Building/Code Enforcement	38,125	121,989	228,000	106,012	46%	42,005	121,149	302,069	180,920	60%
Public Works Admin.	5,441	12,869	63,800	50,931	80%	9,223	35,920	238,675	202,755	85%
Streets/Storm	17,492	98,719	478,042	379,323	79%	73,273	275,521	729,000	453,479	62%
Parks & Trees	4,304	12,038	64,350	52,312	81%	68,230	196,337	670,600	474,263	71%
Pioneer Museum	201	478	1,700	1,223	72%	328	938	4,500	3,562	79%
Bolt's Museum	376	1,708	3,000	1,293	43%	2,424	5,526	10,600	5,074	48%
Chinese Temple	640	2,684	-	(2,684)		2,524	4,072	-	(4,072)	
Lott Home	192	2,150	-	(2,150)		6,841	9,219	-	(9,219)	
State Theater	870	1,740	-	(1,740)		348	912	-	(912)	
Liability/Property Insurance	-	-	-	-		-	254,666	304,937	50,271	16%
Non Departmental*	661,442	1,406,103	9,809,710	8,403,607	86%	870	49,280	81,510	32,230	40%
<b>Totals</b>	<b>782,971</b>	<b>1,801,755</b>	<b>12,554,012</b>	<b>10,752,257</b>	<b>86%</b>	<b>1,181,496</b>	<b>4,025,559</b>	<b>12,614,192</b>	<b>8,588,633</b>	<b>68%</b>

\* Revenues include Property Tax, Utility Users, Transient Occupancy, Motor Vehicle, and Proceeds of Property Sales. Expenditures include fees for credit card services and charges for Butte County Services.

CITY OF OROVILLE

EXPENSE REPORT ALL BUDGETED FUNDS OCTOBER 2014

FUND Description	Actual Current Month	Year To Period Actual	Adopted Budget	Remaining Budget	Rem%
001 General Fund	1,181,496	4,025,559	12,614,192	8,588,633	68%
100 Comm. Promotion	5,145	12,645	17,000	4,355	26%
101 Sewer Fund	302,805	820,019	3,040,203	2,220,184	73%
104 SWRCON/FEE FUND	493	816	5,680	4,864	86%
105 Drainage Fees	493	816	5,680	4,864	86%
106 Park Dev Fees	493	23,451	11,543	-11,908	
107 NOTTIF	493	816	7,580	6,764	89%
108 Traffic Impact	493	816	39,015	38,199	98%
109 DRAINAGE/CTYWDE	493	816	11,180	10,364	93%
112 GAXTX RSTP FUND	357,097	376,549	464,000	87,451	19%
113 CANINE FUND	794	794	8,500	7,706	91%
116 TECH FEE FUND	413	7,140	40,700	33,560	82%
118 SB1186 C/FUND	0	1	0	-1	
119 RECYCLING FUND	1,375	5,326	29,880	24,554	82%
120 GTx 2107/2107.5	0	0	113,300	113,300	100%
125 GTx 2106 Fund	0	0	76,173	76,173	100%
127 Gas Tax 2105	0	0	242,330	242,330	100%
130 Spec. Aviation	76,780	134,838	492,253	357,415	73%
140 Housing Admin	44,111	167,299	372,000	204,701	55%
141 HSG PRG FUND	5,664	86,420	129,242	42,822	33%
149 HOME FUND	154,935	304,200	119,938	-184,262	-154%
150 CDBG Fund	9,136	330,580	535,428	204,848	38%
151 EDBG FUND	0	100,215	284,840	184,625	65%
156 Pub Sfty Aug	0	0	135,000	135,000	100%
157 SUPPLAWENFORCMT	0	0	90,531	90,531	100%
158 L.L.E.BLOCK GRT	5,330	19,100	257,550	238,450	93%
159 LAW ENF.IMP.FEE	493	816	5,580	4,764	85%
160 MISC FUND	84,630	85,719	178,656	92,937	52%
161 O/MISC GRANTS	0	150	0	-150	
163 FIRE SUP IMPFEE	2,433	2,757	5,580	2,823	51%
165 CONTINGENCY FD	361	361	711,802	711,441	100%
166 GRANT-FIRE FUND	64,768	155,618	5,580	-150,038	-2689%
169 GEN GOVT DEVIMP	493	816	1,400,475	1,399,659	100%
180 OPFA	0	0	33,916	33,916	100%
184 LLMD ALL ZONES	5,235	14,188	2,789	-11,399	-409%
185 BAD ALL ZONES	212	1,623	1,550	-73	-5%
186 WESTSIDE PUB/S/F	50	182	1,490	1,308	88%
187 PUB/SAFETY SERV	50	182	262,450	262,268	100%
190 SUPPBENEFITFUND	17,757	47,390	2,213,366	2,165,976	98%
198 RDA General	23,292	1,412,847	723,833	-689,014	-95%
230 CITY DEBT SERV	810	709,954	4,532	-705,422	-15565%
276 OAD93-1 Dbt Ser	0	0	1,914,574	1,914,574	100%
305 Equip Replcmnt	1,408	1,540	333,361	331,821	100%
306 New Capital Eqp	0	0	28,641	28,641	100%
307 CAPITAL PROJ	28	15,428	351,581	336,153	96%
320 BLDG/FAC CAPIMP	0	0	177,451	177,451	100%
410 Local Transit	146,908	294,675	548,713	254,038	46%
440 BUSINESS DEVCTR	427	10,611	33,907	23,296	69%
450 CTY/HOUSG EDRLF	0	86,688	179,375	92,687	52%
451 CDBG EcoDev RLF	0	4,850	15,500	10,650	69%
452 CDBG Hsg RLF	0	17	34,179	34,162	100%
453 MICRO-ENP RLF	198,982	533,600	0	-533,600	
454 CAL-HOME RLF	17	33,880	0	-33,880	
458 RBEG	0	0	0	0	
460 City RLF	0	0	13,120	13,120	100%
520 Stores Revolv.	1,174	4,786	45,300	40,514	89%
540 Veh Maint Fund	60,245	141,467	476,333	334,866	70%
550 Wrkrs Comp.	72,098	297,290	601,947	304,657	51%
552 UNEMP-SELF INS	50	182	78,457	78,275	100%
555 SELF INS VISION	3,502	6,541	57,650	51,109	89%
620 Special Deposit	2,563	2,563	0	-2,563	
705 PLAN RET FUND	0	5	10	5	46%
710 ANNEXATION FUND	2,100	2,100	37,000	34,900	94%
<b>Total of all FUNDS</b>	<b>2,838,123</b>	<b>10,287,042</b>	<b>29,622,436</b>	<b>19,335,394</b>	<b>65%</b>



CITY OF OROVILLE, CALIFORNIA  
FINANCIAL SUMMARY  
FOR THE PERIOD ENDED  
October 31, 2014

	REVENUES					EXPENDITURES				
	Current Month October 2014	Actual July 2014 through June 2015	Adopted Budget 2014 2015	Remaining Budget	% of year Remaining 67%	Current Month October 2014	Actual July 2014 through June 2015	Adopted Budget 2014 2015	Remaining Budget	% of year Remaining 67%
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<b>GENERAL FUND</b>										
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Mayor	-	-	-	-		1,346	8,713	32,600	23,887	73%
City Attorney	-	-	-	-		22,762	53,011	384,725	331,714	86%
City Clerk	1	1	50	49	98%	19,552	52,841	194,800	141,959	73%
Human Resources	-	-	550	550	100%	16,263	51,744	156,200	104,456	67%
City Admin.	-	-	-	-		24,339	67,300	245,600	178,300	73%
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Finance	1,731	6,923	105,532	98,609	93%	49,090	247,062	685,099	438,037	64%
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Liability/Property Insurance	-	-	-	-		-	254,666	304,937	50,271	16%
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