



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Regular Meeting

AUGUST 18, 2015
CLOSED SESSION 5:00 P.M.
OPEN SESSION 6:00 P.M.
AGENDA

CLOSED SESSION (5:00 P.M.)

ROLL CALL

Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

CONVENE TO CLOSED SESSION (ITEMS LISTED ON PAGE NO. 8)

RECONVENE TO OPEN SESSION

OPEN SESSION (6:00 P.M.)

PLEDGE OF ALLEGIANCE

PROCLAMATION / PRESENTATION

A Proclamation declaring *August, 2015* as "*Play Ball Month*"

A Presentation regarding *Space Based Weapons* and *Chemical Trails*

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 AUGUST 4, 2015 REGULAR MEETING AND AUGUST 11, 2015, SPECIAL MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

2. **ACCEPTANCE OF TIRE-DERIVED PRODUCT GRANT FROM CALRECYCLE** – staff report

The Council may consider accepting the 2014/2015 Tire Derived Product Grant from CalRecycle, in the amount of \$35,932. (**Donald Rust, Director of Community Development and Rick Farley, Interim Recycling Coordinator**)

Council Action Requested: **Adopt Resolution No. 8406 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH CALRECYCLE, FOR GRANT FUNDS, IN THE AMOUNT OF \$35,932, TO BE RECEIVED UNDER THE FISCAL YEAR 2014/2015 TIRE DERIVED PRODUCT GRANT PROGRAM.**

3. **UTILITY USERS TAX AGREEMENT WITH THE STATE BOARD OF EQUALIZATION** – staff report

The Council may consider a Utility Users Tax Agreement with the State Board of Equalization for the administration and collection of prepaid mobile telephone services, surcharges and local charges, effective January 1, 2016. (**Ruth Wright, Director of Finance**)

Council Action Requested:

1. **Adopt Resolution No. 8407 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE MAYOR AND CITY ATTORNEY TO EXECUTE CERTAIN DOCUMENTS REQUIRED BY THE STATE BOARD OF EQUALIZATION TO COLLECT THE CITY'S UTILITY USERS TAX ON PREPAID WIRELESS SERVICES; AND**
2. **Adopt Resolution No. 8408 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE EXAMINATION OF PREPAID MOBILE TELEPHONE SERVICES SURCHARGE AND LOCAL CHARGE RECORDS.**

4. **LEASE AGREEMENT WITH RAY MORGAN COMPANY** – staff report

The Council may consider a sixty (60) month Lease Agreement with Ray Morgan Company for a new Canon Image Runner photocopier/scanner/fax machine, in the monthly amount of \$198.80. (**Bill La Grone, Director of Public Safety**)

Council Action Requested: **Adopt Resolution No. 8409 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A 60-MONTH LEASE AGREEMENT, IN THE MONTHLY AMOUNT OF \$198.80, THROUGH A PIGGYBACK BID WITH RAY MORGAN COMPANY, FOR THE LEASE OF ONE (1) CANON IMAGE RUNNER PHOTOCOPIER/SCANNER/FAX MACHINE, FOR THE POLICE DEPARTMENT – (Agreement No. 3138).**

5. **PURCHASE OF POLICE PATROL CANINES AND TRAINING** – staff report

The Council may consider the purchase of two (2) Police Patrol Canines and handler certification training utilizing donations received from the community and Asset Forfeiture monies. (**Bill La Grone, Director of Public Safety**)

Council Action Requested:

1. **Authorize the purchase of two (2) Police Patrol Canines and training, in an amount not to exceed \$13,500/each, through the sole source provider, Meyer's Police Canine Training.**
2. **Adopt Resolution No. 8410 – A RESOLUTION OF THE OROVILLE CITY COUNCIL**

AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH MEYER'S POLICE CANINE TRAINING FOR MONTHLY MAINTENANCE TRAINING OF BOTH POLICE PATROL CANINES, IN AN AMOUNT NOT TO EXCEED \$300/MONTH, PER POLICE PATROL CANINE – (Agreement No. 3139).

6. RESOLUTION OF SUPPORT FOR LOCAL TRANSPORTATION INFRASTRUCTURE FUNDING – staff report

The Council may consider a Resolution of Support for local transportation infrastructure funding. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Adopt Resolution No. 8411 – A RESOLUTION OF THE OROVILLE CITY COUNCIL URGING THE STATE TO PROVIDE NEW SUSTAINABLE FUNDING FOR STATE AND LOCAL TRANSPORTATION INFRASTRUCTURE.**

7. U.S. DEPARTMENT OF JUSTICE ASSET FORFEITURE PROGRAM EQUITABLE SHARING AGREEMENT AND CERTIFICATION – staff report

The Council may consider authorizing the Oroville Police Department's participation in the U.S. Department of Justice Asset Forfeiture Program. **(Bill La Grone, Director of Public Safety)**

Council Action Requested: **Adopt Resolution 8412 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTIE AN EQUITABLE SHARING AGREEMENT AND CERTIFICATION FOR THE U.S. DEPARTMENT OF JUSTICE ASSET FOREFEITURE PROGRAM - (Agreement No. 3140).**

8. ELECTRICAL SERVICE AGREEMENT WITH PACIFIC GAS AND ELECTRIC COMPANY – staff report

The Council may consider an Electric Service Agreement with pacific Gas and Electric Company for new electrical service to be installed for the City's Table Mountain Boulevard Roundabout Project. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Adopt Resolution No. 8413 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN ELECTRIC SERVICE AGREEMENT WITH PACIFIC GAS & ELECTRIC COMPANY FOR THE TABLE MOUNTAIN BOULEVARD ROUNDABOUT PROJECT – (Agreement No. 3141).**

9. REQUEST TO INSTALL MEMORIAL BENCH AND PLAQUE IN SANK PARK – staff report

The Council may consider a the installation of a memorial bench and bronze plaque in Sank Park **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Approve the installation of a memorial bench and 3" x 5" bronze plaque with Mr. and Mrs. Ingram paying for the purchase, installation and future maintenance costs as may be needed.**

10. PURCHASE OF TWELVE (12) VIEVU LE3 BODY WORN VIDEO CAMERAS – staff report

The Council may consider the purchase of twelve (12) Viewu LE3 Body worn cameras, from Viewu, the sole source provider, in an amount not to exceed \$9,780. **(Bill La Grone, Director of Public Safety)**

Council Action Requested: **Authorize the purchase twelve (12) Viewu LE3 Body Worn Cameras from Viewu, the sole source provider, in an amount not to exceed \$9,780.**

11. PURCHASE OF DELL LAPTOP COMPUTER – staff report

The Council may consider the purchase of a new Dell laptop computer for the Business Assistance and

Housing Development Department, in an approximate amount of \$1,342. (**Donald Rust, Director of Community Development and Amy Bergstrand, Management Analyst III**)

Council Action Requested: **Authorize the purchase of a new Dell laptop computer for the Business Assistance and Housing Development Department, in an amount not to exceed \$1,342.**

PUBLIC HEARINGS

12. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT, ZONES 2, 3, 5 – 12, 14, 15 and 17 – staff report

The Council may conduct a public hearing to consider its intention to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District, Zones 2, 3, 5 – 12, 14, 15 and 17 for Fiscal Year 2015/2016. (**Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer**)

Council Action Requested:

- 1. Adopt Resolution No. 8414 - A RESOLUTION OF THE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO APPROVE THE ANNUAL ASSESSMENT REPORT, AS SUBMITTED OR AMENDED, AND TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT ZONES 2, 3, 5 – 12, 14, 15 and 17 FOR FISCAL YEAR 2015/2016.**
- 2. Authorize the Mayor to sign the Proposition 218 Certificate for inclusion on the 2015/2016 Butte County Tax Roll.**

13. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT, ZONES 1, 4, 13 and 16 – staff report

The Council may conduct a public hearing to consider its intention to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District, Zones 1, 4, 13 and 16 for Fiscal Year 2015/2016. (**Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer**)

Council Action Requested:

- 1. Adopt Resolution No. 8415 - A RESOLUTION OF THE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO APPROVE THE ANNUAL ASSESSMENT REPORT, AS SUBMITTED OR AMENDED, AND TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT ZONES 1, 4, 13 and 16 FOR FISCAL YEAR 2015/2016.**
- 2. Authorize the Mayor to sign the Proposition 218 Certificate for inclusion on the 2015/2016 Butte County Tax Roll.**

14. ZC 15-01: SIGN CODE AMENDMENT – REQUIREMENTS FOR THE DOWNTOWN HISTORIC OVERLAY AND HISTORIC PRESERVATION DISTRICTS – staff report

The Council may conduct a public hearing to consider amending Section 26-19.105 of the Oroville Municipal Code relating to the City's sign regulations in the Downtown Historic Overlay/Historic Preservation District. (**Donald Rust, Director of Community Development and Luis Topete, Associate Planner**)

Council Action Requested: **Waive the first reading and introduce by title only, Ordinance No. 1809-- AN ORDINANCE OF THE OROVILLE CITY COUNCIL ADOPTING THE PROPOSED AMENDMENTS TO THE OROVILLE MUNICIPAL CODE SECTION 26-19.150 RELATING TO THE CITY'S SIGN REGULATIONS IN THE DOWNTOWN HISTORIC OVERLAY / HISTORIC PRESERVATION DISTRICT.**

REGULAR BUSINESS

15. 16TH ANNUAL ECONOMIC FORECAST CONFERENCE SPONSORSHIP – staff report

The Council may consider sponsoring the 16th Annual Economic Forecast Conference. **(Donald Rust, Director of Community Development and Rick Farley, Enterprise Zone and Business Assistance Coordinator)**

Council Action Requested: **Approve the \$5,000 “Silver” level sponsorship in support of the 16th Annual Economic Forecast Conference, to be held January 14, 2015, at the Gold Country Event Center.**

16. PROJECT CONTRACT WITH R&R HORN, INC. – staff report

The Council may consider a Project Contract with the lowest responsible bidder, R&R Horn, Inc. in the amount of \$1,540,821, for the Table Mountain Boulevard Roundabout Project. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested:

- 1. Adopt Resolution No. 8416 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROJECT CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER, R&R HORN, INC, IN THE AMOUNT OF \$1,540,821, FOR THE TABLE MOUNTAIN BOULEVARD ROUNDABOUT PROJECT – (Agreement No. 3142).**
- 2. Authorize a 10% contract contingency for grant participating items only of \$124,820.**

17. PROFESSIONAL SERVICES AGREEMENT WITH HOLDREGE & KULL – staff report

The Council may consider a Professional Services Agreement with the lowest responsible bidder, Holdrege & Kull, in the amount of \$23,704, for materials testing services for the Table Mountain Boulevard Roundabout and Oro Dam Boulevard Traffic Signals Projects. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested:

- 1. Adopt Resolution No. 8417 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HOLDREGE & KULL, IN THE AMOUNT OF \$23,704, FOR MATERIALS TESTING SERVICES FOR THE TABLE MOUNTAIN BOULEVARD ROUNDABOUT AND ORO DAM BOULEVARD TRAFFIC SIGNALS PROJECTS – (Agreement No. 3143).**
- 2. Authorize a 5% contingency, not to exceed \$1,185.**

18. ANNUAL SPECIAL TAX FOR THE CITY'S COMMUNITY FACILITIES DISTRICT NO. 2006-1 (WESTSIDE PUBLIC SAFETY FACILITIES) AND DISTRICT NO. 2006-2 (PUBLIC SAFETY SERVICES) FOR FISCAL YEAR 2015/2016 – staff report

The Council may consider the annual special tax relating to the City's Community Facilities Districts. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested:

1. **Adopt Resolution No. 8418 - A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-1, WESTSIDE PUBLIC SAFETY FACILITIES, FOR FISCAL YEAR 2015/2016.**
2. **Adopt Resolution No. 8419 - A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-2, PUBLIC SAFETY SERVICES, FOR FISCAL YEAR 2015/2016**
3. **Authorize the Mayor to sign the Proposition 218 Certificate for inclusion on the 2015/2016 Butte County Tax Roll.**

19. AMENDMENT TO NORTHWEST SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS AGREEMENT – staff report

The Council may consider an Amendment to the Northwest Society for the Prevention of Cruelty to Animals Agreement to include the newly annexed Area A, in South Oroville. **(Bill La Grone, Director of Public Safety)**

Council Action Requested: **Adopt Resolution 8420 – 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 \$40,000 INCREASE FOR FISCAL YEAR 2015/2016 FOR NEWLY ANNEXED AREA A, IN SOUTH OROVILLE, AND TO REMOVE THE CAP ON AFTERHOURS CALLS FOR SERVICE REIMBURSEMENT- (Agreement No. 2041-2).**

20. PURCHASE OF UPGRADE FOR THE CITY'S WEBSITE – staff report

The Council may consider the purchase of an upgrade for the City's website, www.cityoforoville.org, in the amount of \$26,500 plus the first year's maintenance fees of \$5,500 for a total of \$32,000. **(Donald Rust, Director of Community Development and Tyson Pardee, IT Manager)**

Council Action Requested: **Authorize the purchase of an upgrade for the City's website, in the amount of \$26,500 plus the first year's maintenance fees of \$5,500 for a total of \$32,000.**

21. RE-INSTATEMENT OF ASSOCIATE ENGINEER POSITION – staff report

The Council may consider the re-instatement of an Associate Engineer for the Community Development Department. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested:

1. **Approve the re-instatement of the Associate Engineer position at \$108,000 (Step D).**
2. **Authorize the recruitment for a new Associate Engineer.**

22. NEW HIRES – SEWER DIVISION PUBLIC WORKS OPERATOR 1 – staff report

The Council may consider the recruitment for two new Public Works Operator I's for the Sewer Division. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Authorize the recruitment for two (2) new Pubic Works Operator I's.**

23. PURCHASE AND SALE AGREEMENTS OF FORMER REDEVELOPMENT AGENCY PROPERTIES – staff report

The Council may consider recommending approval of the Sale and Purchase Agreements to the Oversight Board for the Successor Agency of the City of Oroville of six (6) of the former Oroville Redevelopment Agency properties pursuant to the Long-Range Property Management Plan, as authorized by the State Department of Finance. **(Donald Rust, Director of Community Development and Rick Farley, RDA Coordinator)**

Commission Action Requested: **Adopt Resolution No. 8421 - A RESOLUTION OF THE OROVILLE CITY COUNCIL RECOMMENDING TO THE OVERSIGHT BOARD THAT SIX (6) PROPERTIES, 750 MONTGOMERY STREET, 2044, 2060 and 2062 MONTGOMERY STREET, 1330 DOWNER STREET AND 1305 MYERS STREET, BE SOLD FOR THE APPRAISED VALUE PURSUANT TO THE RESPECIVE PROPERTY PURCHASE AGREEMENTS.**

24. WAIVER OF ADMISSION FEES FOR THE GRAND RE-OPENING OF THE CHINESE TEMPLE AND MUSEUM COMPLEX – staff report

The Council may consider waiving the admission fees for the Grand Re-opening of the Chinese Temple and Museum Complex, to be held Thursday, August 27, 2015, from 3:00 p.m. – 7:00 p.m. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Approve the waiver of admission fees for the Grand Re-opening of the Chinese Temple and Museum Complex.**

25. MONTHLY SUMMARY OF INVESTMENTS FOR JULY 2015 – report attached

The Council will receive a copy of the Monthly Summary of Investments for July 2015. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Acknowledge receipt of the July 2015 Monthly Summary of Investments.**

SUCCESSOR AGENCY - None

MAYOR/ COUNCIL REPORTS

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

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

- Finance Department – activity report
- Public Safety Department – activity report

CORRESPONDENCE

- Public Utilities Commission of the State of California, received August 10, 2015

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville City Employees Association, Oroville Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association, and Oroville Management and Confidential Association.
2. Pursuant to Government Code section 54956.9(d), the Council will meet with the Acting City Administrator and the City Attorney regarding potential litigation – two cases.
3. Pursuant to Government Code section 54956.9(a), the Council will meet with the Acting City Administrator and City Attorney relating to existing litigation: Americanwest Bank v. Oroville Economic and Community Development Corp., et al., Butte County Superior Court, Case No. 161808.

ADJOURNMENT

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, September 1, 2015 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
AUGUST 4, 2015 – 2:30 P.M.**

The agenda for the August 4, 2015 regular meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall and on the City of Oroville's website located at www.cityoforoville.org on Friday, July 31, 2015, at 9:12 a.m.

The August 4, 2015 regular meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 2:33 p.m.

ROLL CALL

Present: Council Members Berry, Del Rosario, Hatley, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier
Absent: Council Member Pittman (excused)

Staff Present:

Donald Rust, Director of Community Development
Bill La Grone, Director of Public Safety
Karolyn Fairbanks, Treasurer

Rick Walls, Interim City Engineer
Dawn Nevers, Administrative Assistant
Dean Hill, Jr. Assistant Fire Chief

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Dahlmeier.

PROCLAMATION / PRESENTATION - None

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

Cheri Bunker – Item No. 2

CONSENT CALENDAR

A motion was made by Vice Mayor Wilcox, seconded by Council Member Berry, to approve the following Consent Calendar, with exception to Item No. 2, 3 and 5:

1. **APPROVAL OF THE MINUTES OF JULY 21, 2015 REGULAR MEETING AND JULY 29, 2015 SPECIAL MEETING OF THE OROVILLE CITY COUNCIL – minutes attached**
2. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**
3. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**

4. STATUS UPDATE OF THE ECONOMIC DEVELOPMENT INCENTIVE LOAN AGREEMENT WITH OROVILLE FORD LINCOLN – staff report

The Council received an update on the status of the Economic Development Incentive Loan Agreement between the City of Oroville and Oroville Ford Lincoln. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **None.**

5. THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)

6. REMOVAL OF BBQ AT FEATHER RIVER NATURE CENTER – staff report

The Council received an update to the removal of the existing BBQ at the Feather River Nature Center. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Direct staff to remove the BBQ at the Feather River Nature Center, make necessary repairs and reinstall it in the spring of 2016.**

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: Council Member Pittman

ITEMS REMOVED FROM THE CONSENT CALENDAR

2. REQUEST TO RETURN ITEMS DONATED TO THE PIONEER MUSEUM AND C.F. LOTT HOME – staff report

The Council considered the return of items that were donated to the Pioneer Museum and C. F. Lott Home by Barbara Holly in May 2011. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

This item was removed from the Consent Calendar at the request of Council Member Berry for questions, which were answered by staff.

Cheri Bunker, Native Sons of the Golden West, commented on the Native Sons of the Golden West's Charter, which is in the possession of the Pioneer Museum, and made a request to have a plaque placed by the item.

A motion was made by Council Member Berry, seconded by Council Member Del Rosario, to:

Approve the release of items that were donated to the Pioneer Museum and C. F. Lott Home by Barbara Holly in May, 2011, as indicated in the August 4, 2015 staff report.

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Simpson, Vice Mayor Wilcox,
Mayor Dahlmeier
Noes: None
Abstain: None
Absent: Council Member Pittman

3. REQUEST TO TRANSPORT AN 1847 RIFLE LOCATED IN THE CITY PIONEER HISTORY MUSEUM FOR CLEANING/REPAIRS – staff report

The Council considered the release of an 1847 rifle located in the Pioneer History Museum, to Lee Dummel, a local historian, who will transport and pay for cleaning and repairs to the rifle. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

This item was removed from the Consent Calendar at the request of Council Member Berry for comments.

Following discussion a motion was made by Council Member Berry, seconded by Council Member Hatley, to:

Deny the request to release the 1847 rifle located in the Pioneer History Museum, to Lee Dummel, a local historian, for cleaning and repairs to the rifle.

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Simpson, Vice Mayor Wilcox,
Mayor Dahlmeier
Noes: None
Abstain: None
Absent: Council Member Pittman

5. AMENDMENT TO FINANCE ANALYST JOB DESCRIPTION – staff report

The Council considered job description edits for the position of Finance Analyst for the Finance Department. **(Ruth Wright, Director of Finance)**

At the request of staff, this item was removed from the Consent Calendar to be continued at a future meeting of the Oroville City Council therefore; no action was taken on the following:

Approve the amended job description for the position of Finance Analyst for the Finance Department and authorize staff to fill the position.

PUBLIC HEARINGS - None

REGULAR BUSINESS

7. PROJECT CONTRACT WITH R&R HORN, INC. FOR THE ORO DAM BOULEVARD

SIDEWALKS PROJECT – staff report

The Council considered a Project Contract with the lowest responsible bidder, R&R Horn, Inc. in the amount of \$399,691.50, for the Oro Dam Boulevard Sidewalks Project. (**Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer**)

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

- 1. Adopt Resolution No. 8405 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROJECT CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER, R&R HORN, INC, IN THE AMOUNT OF \$399,692, FOR THE ORO DAM BOULEVARD SIDEWALKS PROJECT – (Agreement No. 3137).**
- 2. Authorize a 10% contingency, not to exceed \$39,969 for the Project.**

The motion was passed by the following vote:

Ayes:	Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier
Noes:	None
Abstain:	None
Absent:	Council Member Pittman

SUCCESSOR AGENCY - None

MAYOR/ COUNCIL REPORTS

Mayor Dahlmeier appointed Council Member Del Rosario and Vice Mayor Wilcox to City of Oroville Ad hoc Committee to respond to the Butte County Grand Jury Report.

Mayor Dahlmeier appointed Council Member Pittman and Council Member Hatley to the City of Oroville Ad hoc Committee to participate with the Butte County Tourism Business Improvement District.

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

Donald Rust, Director of Community Development, reported that Oroville Ford had opened their doors on Oro Dam Boulevard and would be hosting a ribbon cutting ceremony on August 20, 2015. In addition, Starbucks and Panda Express had submitted plans to the City for development within the City limits.

Karolyn Fairbanks, Treasurer, reported that the Council approved City investment in a CD with Sierra Central Credit Union was denied by the Bank due to the guidelines preventing the investment of government funds.

CORRESPONDENCE

- Butte County Public Health, received July 16, 2015
- Butte Countywide Homeless Continuum of Care, received July 21, 2015
- California Water Service Company, received July 21, 2015
- Thomas Berliner, Duane Morris, received July 21, 2015

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

Amy Jernigan, President of the Butte County Fair Board, invited the Council to attend the Butte County Fair, August 27 -30, 2015. New features include a zip line and a zombie apocalypse bus.

Cheri Bunker invited the Council to attend the Annual Oroville Economic Development Corporation's Fundraiser BBQ, to be held August 12, 2015 at Riffles Recreation Park.

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville City Employees Association, Oroville Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association, and Oroville Management and Confidential Association.
2. Pursuant to Government Code section 54956.9(d), the Council met with the Acting City Administrator and the City Attorney regarding potential litigation – one case.

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

ADJOURNMENT

The meeting was adjourned at 3:38 p.m. A special meeting of the Oroville City Council will be held on Tuesday, August 11, 2015, at 10:00 a.m.

Donald Rust, Acting City Clerk

Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL SPECIAL MEETING MINUTES
AUGUST 11, 2015 – 10:00 A.M.**

The agenda for the August 11, 2015 special meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall, and on the City of Oroville's website locate at www.cityoforoville.org on Thursday, August 6, 2015 at 4:40p.m.

The August 11, 2015 special meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 10:09 a.m.

ROLL CALL

Present: Council Members Berry, Del Rosario (arrived late), Hatley (arrived late), Simpson, Vice Mayor Wilcox, Mayor Dahlmeier
Absent: Council Member Pittman (excused)

SPECIAL BUSINESS

1. CITY FINANCE WORKSHOP - 101

The Council conducted a Finance Workshop relating to the City's finances. **(Donald Rust, Acting City Administrator, and Ruth Wright, Director of Finance)**

Council Action Requested: **None.**

ADJOURNMENT

The meeting was adjourned at 11:40 a.m. to a regular meeting of the Oroville City Council to be held on Tuesday, August 18, 2015, at 5:00 p.m.

Donald Rust, Acting City Clerk

Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT
RICK FARLEY, INTERIM RECYCLING COORDINATOR**

**RE: ACCEPTANCE OF TIRE-DERIVED PRODUCT GRANT FROM
CALRECYCLE**

DATE: AUGUST 18, 2015

SUMMARY

The Council may consider accepting the 2014/2015 Tire Derived Product Grant from CalRecycle, in the amount of \$35,932.

DISCUSSION

At staff's request, the Council approved submitting a Tire-Derived Product Grant Application to CalRecycle on December 3, 2014. CalRecycle made a total of \$823,747 available state-wide for this grant solicitation, subject to funding availability. The City was not successful at receiving funding from the initial funds available but CalRecycle made additional funds available which will now allow them to fund the City's grant request. The grant term is for two years and projects must be completed, and the final request for reimbursement made to CalRecycle, no later than April 1, 2017. Staff expects to be able to complete projects by December 31, 2015.

The grant funds will be used to purchase cover for the playground areas under and around the playground equipment in Hewitt and Rotary Parks with 9 -12 inches of green tire-derived rubber mulch. This is the same material and color that was purchased for Hammon Park last year from City funds. The estimated cost of the 25 tons of material for each park is \$18,000. An estimate of the total cost of the 50 tons of mulch material was received from NSP3 in Redding in the amount of \$35,930.40. The City will go out to bid for the material but an estimated cost and Tire-Derived Product (TDP) certification from a supplier was required to be submitted with the grant application.

Staff will install the mulch and the City's Building Official, is licensed to do the required inspections, as required by CalRecycle.

FISCAL IMPACT

This is a reimbursable grant. The City will need to fund and complete the project and then apply for reimbursement from CalRecycle. The successful completion of the project will result in minimal impact to the General Fund:

Account No. 119-8400-1995

RECOMMENDATION

Adopt Resolution No. 8406 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH CALRECYCLE, FOR GRANT FUNDS, IN THE AMOUNT OF \$35,932, TO BE RECEIVED UNDER THE FISCAL YEAR 2014/2015 TIRE DERIVED PRODUCT GRANT PROGRAM.

ATTACHMENT(S)

Resolution No. 8406
Grant Agreement Cover Sheet

**CITY OF OROVILLE
RESOLUTION NO. 8406**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH CALRECYCLE, FOR GRANT FUNDS, IN THE AMOUNT OF \$35,932, TO BE RECEIVED UNDER THE FISCAL YEAR 2014/2015 TIRE DERIVED PRODUCT GRANT PROGRAM

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

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED, that the City of Oroville authorizes acceptance of the 2014-2015 Tire-Derived Product Grant

BE IT FURTHER RESOLVED that:

1. The Mayor or City Administrator or his/her designee is hereby authorized and empowered to execute in the name of the City of Oroville all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

2. These authorizations are effective for two (2) years from the date of adoption of this resolution.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on August 18, 2015 by the following vote:

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AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

GRANT NUMBER TDP15 -14-0011	
NAME OF GRANT PROGRAM 2014-15 Tire-Derived Product Grant Program	
GRANTEE NAME City of Oroville	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT AMOUNT NOT TO EXCEED \$35,932.00
TERM OF GRANT AGREEMENT FROM: July 25, 2015	TO: April 01, 2017

The Department of Resources Recycling and Recovery (CalRecycle) and City of Oroville (the "Grantee"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

- Exhibit A – Terms and Conditions
- Exhibit B – Procedures and Requirements
- Exhibit C – Application with revisions, if any, and any amendments

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CalRecycle.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CALRECYCLE		GRANTEE'S NAME (PRINT OR TYPE) City of Oroville			
SIGNATURE OF CALRECYCLE'S AUTHORIZED SIGNATORY		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) Linda L. Dahlmeier			
TITLE Deputy Director, CalRecycle	DATE	TITLE Mayor	DATE		
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 1735 Montgomery Street Oroville, CA 95938-4897			
CERTIFICATE OF FUNDING					
AMOUNT ENCUMBERED BY THIS AGREEMENT \$35,932.00	FISCAL YEAR/PROGRAM 2014-15 Tire-Derived Product Grant Program		FUND TITLE CBCRF Clearing Account		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)				
TOTAL AMOUNT ENCUMBERED TO DATE \$35,932.00	ITEM 3970-001-0133	CHAPTER 25/14	STATUTE 2014	FISCAL YEAR 2014-15	
	OBJECT OF EXPENDITURE (CODE) 7820-G3300-418.03				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF CALRECYCLE BUDGET OFFICE: 			DATE 7/29/15		

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: RUTH WRIGHT, FINANCE DIRECTOR

**RE: UTILITY USERS TAX AGREEMENT WITH STATE BOARD OF
EQUALIZATION**

DATE: AUGUST 18, 2015

SUMMARY

The Council may consider a Utility Users Tax Agreement with the State Board of Equalization for the administration and collection of the prepaid mobile telephone services, surcharges and local charges, effective January 1, 2016.

DISCUSSION

Traditionally, a city's utility users tax (UUT) is collected by wireless service providers who include the charge on their customers' monthly invoices. In contrast to this arrangement, customers who purchase prepaid wireless services usually avoid paying any UUT due to collection complications. With prepaid wireless, there is no contract, no monthly invoices, and the prepaid wireless services are usually sold by retailers, not service providers themselves. It is estimated that approximately 70% of all prepaid wireless services are sold by retailers. Since these transactions bypass our local UUT, we experience a significant loss of revenue. Additionally, traditional phone plan users are treated disparately and the burden of the UUT is not equally shared among all telephone users.

Beginning January 1, 2016, AB 1717 will take effect and solve the collection problem by requiring California retailers and on-line sellers to collect the local UUT at the same time it collects sales tax on its other retail products, based on the point of sale (for retail stores in our City). Under this new law, all local jurisdictions have to contract with the California State Board of Equalization (BOE) in order to receive UUT imposed on consumers of prepaid wireless phone service.

Resolution No. 8407 authorizes the Mayor and the City Attorney to execute certain documents required by the State Board of Equalization to collect the City's UUT on prepaid wireless service. Resolution No. 8408 authorizes our UUT revenue consultants to examine the local charge records and surcharges on

prepaid mobile telephone services. Also attached is the agreement between the City and the BOA for collection of local charges by the State.

FISCAL IMPACT

Estimated revenue to the General Fund between \$29,492 and \$39,322.

RECOMMENDATIONS

1. Adopt Resolution No. 8407 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE MAYOR AND THE CITY ATTORNEY TO EXECUTE CERTAIN DOCUMENTS REQUIRED BY THE BOARD OF EQUALIZATION TO COLLECT THE CITY'S UTILITY USERS TAX ON PREPAID WIRELESS SERVICE.

2. Adopt Resolution No. 8408 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE EXAMINATION OF PREPAID MOBILE TELEPHONE SERVICES SURCHARGE AND LOCAL CHARGE RECORDS.

ATTACHMENT (S)

Resolution No. 8407
Resolution No. 8408

**CITY OF OROVILLE
RESOLUTION NO. 8407**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE MAYOR AND THE CITY ATTORNEY TO EXECUTE CERTAIN DOCUMENTS REQUIRED BY THE BOARD OF EQUALIZATION TO COLLECT THE CITY'S UTILITY USERS TAX ON PREPAID WIRELESS SERVICE

WHEREAS, pursuant to UUT Ordinance No. 1760 of the City of Oroville and the Local Prepaid Mobile Telephone Services Collection Act, the City of Oroville ("CITY"), wishes to enter into a contract with the State Board of Equalization ("BOARD"), to perform all functions incident to the administration and collection of the prepaid mobile telephone services surcharge and local charges (Rev. & Tax. Code, § 42101.5) effective January 1, 2016; and

WHEREAS, the BOARD requires that CITY: enter into a contract with the BOARD by September 1, 2015; certify the CITY'S UUT ordinance, its rate and applicability; and adopt a resolution authorizing certain persons access to confidential information of the BOARD that is reasonably available to the Board regarding the proper collection and remittance of a local charge of the CITY; and

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

1. The Mayor is hereby authorized to sign on behalf of the CITY a contract with the BOARD, as approved by the City Attorney, including any other related documents required by the BOARD to perform all functions incident to the administration and collection of the prepaid mobile telephone services surcharge and local charges (Rev. & Tax. Code, § 42101.5).
2. Further, the City Attorney is hereby authorized to sign on behalf of the CITY, a certification required by the BOARD, certifying certain information regarding the CITY's Utility Users Tax Ordinance, the applicable rate, and that it applies to all wireless telecommunication services, including prepaid wireless.
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 August 18, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

/

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Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

**CITY OF OROVILLE
RESOLUTION NO. 8408**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE EXAMINATION OF PREPAID MOBILE TELEPHONY SERVICES SURCHARGE AND LOCAL CHARGE RECORDS

WHEREAS, pursuant to Utility Users Tax Ordinance No. 1760 of the City of Oroville and the Local Prepaid Mobile Telephony Services Collection Act, the City of Oroville, hereinafter called Local Jurisdiction, entered into a contract with the State Board of Equalization, hereafter referred to as the Board, to perform all functions incident to the administration and collection of the prepaid mobile telephony services surcharge and local charges (Rev. & Tax. Code, § 42101.5); and

WHEREAS, the Local Jurisdiction deems it desirable and necessary for authorized representatives of the Local Jurisdiction to examine confidential prepaid mobile telephony services surcharge and local charge records pertaining to the prepaid mobile telephony services surcharge and local charges collected by the Board for the Local Jurisdiction pursuant to that contract;

WHEREAS, the Board will make available to the Local Jurisdiction any information that is reasonably available to the Board regarding the proper collection and remittance of a local charge of the Local Jurisdiction by a seller, including a direct seller, subject to the confidentiality requirements of Sections 7284.6, 7284.7 and 19542 of the Revenue and Taxation Code; and

WHEREAS, Sections 42110 and 42103 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board of Equalization records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from the prepaid mobile telephony services surcharge and local charge records of the Board;

NOW, THEREFORE IT IS RESOLVED AND ORDERED AS FOLLOWS:

Section 1. That the Mayor or other officer or employee of the Local Jurisdiction

(Title(s) of authorized position(s))

designated in writing by the Mayor to the Board is hereby appointed to represent the Local Jurisdiction with authority to examine prepaid mobile telephony services surcharge and local charge records of the Board pertaining to prepaid mobile telephony services surcharge and local charges collected for the Local Jurisdiction by the Board pursuant to the contract between the Local Jurisdiction and the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of the Local Jurisdiction's prepaid mobile telephony services surcharge and local charges by the Board pursuant to the contract.

Section 2. That the Mayor and the UUT Tax Administrator (Finance Director) or other officer or employee of the Local Jurisdiction (Title(s) of authorized position(s)) designated

in writing by the Mayor to the Board is hereby appointed to represent (Title(s) of position(s) authorized to Designate) the Local Jurisdiction with authority to examine those prepaid mobile telephony services surcharge and local charge records of the Board for purposes related to the following governmental functions of the Local Jurisdiction:

- a) Compliance and enforcement of the utility users tax (local charge)
- b) Administrative functions set out in City's utility users tax ordinance
- c) Legal interpretation and enforcement of utility users tax ordinance, including but not limited to refunds and defense of claims against ordinance

The information obtained by examination of Board records shall be used only for those governmental functions of the Local Jurisdiction listed above.

Section 3. That MuniServices, LLC is hereby designated to examine the prepaid (Firm or consultant) mobile telephony services surcharge and local charges records of the Board of Equalization pertaining to prepaid mobile telephony services surcharge and local charges collected for the Local Jurisdiction by the Board. The person or entity designated by this section meets all of the following conditions (Rev. & Tax. Code, § 42110, subd. (b)(2)):

- 1. a) has an existing contract with the Local Jurisdiction that authorizes the person to examine the prepaid mobile telephony services surcharge and local charge records;
- 2. b) is required by that contract with the Local Jurisdiction to disclose information contained in or derived from, those records only to an officer or employee of the Local Jurisdiction authorized by the resolution to examine the information;
- 3. c) is prohibited by that contract from performing consulting services for a seller during the term of that contract;
- 4. d) is prohibited by that contract from retaining information contained in, or derived from, those prepaid mobile telephony services surcharge and local charge records, after that contract has expired.

The contract between the Local Jurisdiction and MuniServices, LLC. designated by the Local Jurisdiction to request information from the Board shall be subject to the following limitations (Rev. & Tax. Code, § 42103, subd. (g)):

- a) MuniServices shall, to the same extent as the Board, be subject to Section 55381, relating to unlawful disclosures.
- b) the contract between the Local Jurisdiction and MuniServices, LLC. shall not provide, in whole or in part, in any manner a contingent fee arrangement as payment for services rendered.

BE IT FURTHER RESOLVED THAT:

1. the information obtained by examination of the Board records shall only be used for purposes related to the collection of the Local Jurisdiction's prepaid mobile telephony services surcharge and local charges by the Board pursuant to the contract between the Local Jurisdiction and Board, or for purposes related to other governmental functions of the Local Jurisdiction, as identified above in section 2; and
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 August 18, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL LAGRONE, DIRECTOR OF PUBLIC SAFETY

RE: LEASE AGREEMENT WITH RAY MORGAN COMPANY

DATE: AUGUST 18, 2015

SUMMARY

The Council may consider a sixty (60) month Lease Agreement with Ray Morgan Company of a new Canon Image Runner photocopier/scanner/fax machine, in the monthly amount of \$198.80.

DISCUSSION

The Police Department has one (1) copier leased from Advanced Document Concepts. The copier has been utilized by Police Department staff since 2010. The cost to continue the lease from Advanced Document Concepts is \$295.05 per month. The lease on this copier has ended and the copier needs replaced due to its poor performance and cost.

Currently, Ray Morgan Company has a contract with the Shasta Unified School District allowing them to offer the Police Department competitive pricing ("piggyback bid") for one (1) updated Canon Image Runner IR C5235. The machine includes a color scan solution that will enable staff to create, store, move, manage and access digital files. The proposed machine will easily integrate with the existing infrastructure at the Police Department, including existing workstations, servers and network security. This machine performs all functions of the existing machine plus some additional features.

The monthly lease payment includes all toner, parts and labor.

FISCAL IMPACT

Funding is available as part of the 2015/2016 adopted budget within the Police Department:

Account No. 001-6000-2500

RECOMMENDATIONS

Adopt Resolution No. 8409 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A 60-MONTH LEASE AGREEMENT, IN THE MONTHLY AMOUNT OF \$198.80, THROUGH A PIGGYBACK BID WITH RAY MORGAN COMPANY FOR THE LEASE OF ONE (1) CANON IMAGE RUNNER PHOTOCOPIER/SCANNER/FAX MACHINE FOR THE POLICE DEPARTMENT - (Agreement No. 3138).

ATTACHMENTS

Resolution No. 8409
Agreement No. 3138
Quotation and Machine Specifications
Shasta Unified School District Bid

**CITY OF OROVILLE
RESOLUTION NO. 8409**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A 60-MONTH LEASE AGREEMENT, IN THE AMOUNT OF \$198.80, THROUGH A PIGGYBACK BID WITH RAY MORGAN COMPANY FOR THE LEASE OF ONE (1) CANON IMAGE RUNNER PHOTOCOPIER/SCANNER/FAX MACHINE FOR THE POLICE DEPARTMENT

(Agreement No. 3138)

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 Ray Morgan Company for the lease of a Canon Image Runner photocopier/scanner/fax machine for the Police Department.
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 August 18, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk



Ray Morgan Company

Value Rental Lease Agreement

AGREEMENT NUMBER

This document is written in "Plain English". The words you and your refer to the customer. The words Owner, we, us and our refer to Ray Morgan Company. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

Form fields for customer information including Full Legal Name of Customer, Street Address, City, State, ZIP, Phone, Fax, Billing Name, Billing Street Address, City, State, ZIP, Federal Tax I.D. #, E-Mail, and Equipment Location.

Table with 3 columns: MAKE / MODEL / ITEM DESCRIPTION, SERIAL NO., and STARTING METER. Row 1: IR C5235, Card Reader.

RENTAL TERMS, RENTAL PAYMENT AMOUNT, SECURITY DEPOSIT

Rental terms and payment details including Term in months (60), Rental Payment Amount (60 Payments of \$ 198.80), Security Deposit, Payment includes (0 Color/B&W images), and Meter readings options.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED. TERMS AND CONDITIONS THIS AGREEMENT CONTAINS PROVISIONS SET FORTH ON THE REVERSE SIDE, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT.

OWNER ACCEPTANCE

Owner acceptance fields: DATED, OWNER, SIGNATURE, TITLE

CUSTOMER ACCEPTANCE

Customer acceptance fields: DATED, CUSTOMER, SIGNATURE, TITLE, PRINT NAME (two entries)

GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement...

Guarantor fields: PRINT NAME OF GUARANTOR, SIGNATURE, DATE

ACCEPTANCE OF DELIVERY

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged.

Acceptance of delivery fields: DATED, CUSTOMER, SIGNATURE, TITLE

1. **AGREEMENT:** You agree to rent from us the personal property described under "MAKE/MODEL/ITEM DESCRIPTION" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon execution by you and will begin on the rent commencement date and will continue from the first day of the following month for the number of consecutive months shown. You also agree to pay to Owner interim rent for the use of the equipment prior to the due date of the first payment. The term will be extended automatically for successive 12 month terms unless you send us written notice you do not want it renewed at least ninety (90) days before the end of any term. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.
2. **RENT:** Rent will be payable in installments, each in the amount of the basic payment shown plus any applicable sales tax, use tax, plus 1/12th of the amount estimated by us to be personal property tax on the Equipment for each year of this Agreement. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period. We will have the right to apply all sums, received from the you, to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not fully completed, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your check is returned for nonpayment, a \$20.00 bad check charge will be assessed.
3. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance (during normal business hours); inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as black toner, color toner and developer as defined by the Manufacturer's Published Yield per Container. Additional toner will be billed separately. Paper, media, staples and clear toner, if any is required by your particular equipment model, must be separately purchased by the customer. If necessary, the service and supply portion of this Agreement may be assigned. Customer has been informed that a surge protector is recommended to protect their electronic investment from harmful high voltage power disturbances. Said surge protectors should have network protection when connected in a network environment. Units that provide network protection are available through Ray Morgan Company. Customer responsible for providing manufacturer recommended adequate power supply. Check one of the following: purchased Has existing Declined and will be responsible for damage caused by not having a surge protector.
4. **OWNERSHIP OF EQUIPMENT:** We are the owner of the equipment and have sole title to the equipment (excluding software). You agree to keep the equipment free and clear of all liens and claims.
5. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR ANY SUPPLIER. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER.**
6. **LOCATION OF EQUIPMENT:** You will keep and use the equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail resalable condition, full working order, and in complete repair.
7. **LOSS OR DAMAGE:** You are responsible for the risk of loss or destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will pay to us the present value of the total of all unpaid payments for the full term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and applied, at our option, against any loss or damage.
8. **COLLATERAL PROTECTION AND INSURANCE:** You agree to keep the equipment fully insured against loss with us as loss payee in the amount of the original cost until this agreement is terminated. You also agree to obtain a general public liability insurance policy from someone who is acceptable to us and include us as additional insured on the policy. You shall provide us with certificates evidencing issuance of these policies. Each policy must include a clause requiring the insurer to give us written notice of any alteration or cancellation of the policy. We are under no duty to ascertain the existence of or examine any such policy or to advise you in the event any such policy does not comply with these requirements. If you fail to provide appropriate property damage coverage certificate, we may enroll you in our property coverage insurance program and bill you a monthly property damage surcharge up to .0035 of the equipment cost as a result of our increased administrative costs and credit risks. We may make a profit on this program. As long as you remain current, in the event of a loss (excluding losses resulting from intentional acts), the replacement value of the equipment will be applied against any loss or damage as per paragraph 7. **You must be current to benefit from this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY COVERAGE ON THE EQUIPMENT.**
9. **INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.
10. **TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us annually for all personal taxes which we are required to pay as Owner of the Equipment or the remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. We will file all personal property, use or other tax return and you agree to pay us a process fee for making such filings. In addition you agree to pay us a UCC Filing fee of \$35.00 and reimburse us for all costs involved in documenting and servicing this Agreement. You further agree to pay us \$79.50 on the day the first payment is due as the origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit.
11. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement. You agree that if we sell, assign, or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set offs that you may have against us.
12. **DEFAULT AND REMEDIES:** If you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other agreement with us, you will be in default. If any part of a payment is more than 5 days late, you agree to pay a late charge of 10% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 6%); (2) the amount of any purchase option and if none is specified, 20% of the original equipment cost which represents our anticipated residual value in the equipment; (3) and require you to return the equipment to us to a location designated by us at your cost. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Owner or its Assignee or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. No remedy set out in this paragraph is intended to be exclusive; each shall be cumulative but only to the extent necessary for us to recover from you those monies for which you are liable. It is further agreed that your right and remedies are governed exclusively by this Agreement and you waive Customer's rights under Article 2A(508-522) of the UCC.
13. **UCC FILINGS:** You grant us a security interest in the equipment if this agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the equipment.
14. **SECURITY DEPOSIT:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.
15. **CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Owner or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Owner or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Owner or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Owner. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Owner in relation to such matters. **You waive trial by jury in any action between us.**
16. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base usage charge per image and the per image charge over the base minimum by a minimum of 5% over the charges of the previous year. In addition, the Lease Company may assess an additional fuel and/or freight surcharge to offset higher than normal service costs as a result of adverse economic conditions.
17. **UPGRADE/DOWNGRADE PROVISION: AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.**
18. **TRANSITION BILLING:** In order to provide an orderly transaction and a uniform billing cycle, the "Effective Date" of this Agreement will be the twentieth (20th) day of the month following installation of the new products (as example, if the new equipment is installed June 5th (the "Installation Date"), the Effective Date of the agreement will be June 20th). Customer agrees to pay a prorated amount for the period between the Installation Date and the Effective Date. The payment for the transition period will be based on the minimum usage payment prorated on a 30 day calendar month and will be added to the customer's first invoice. In addition, should this agreement replace an existing Ray Morgan Company generated previous equipment lease, a CLOSING BILL on the agreement being replaced, up to the Installation Date, will be sent approximately a week to ten days after delivery of the new equipment. Customer agrees to pay for these CLOSING BILL charges as they represent product and services provided under the prior agreement, up to the Installation Date of the new product(s).
19. **FINANCE LEASE:** This is a "finance lease" as defined in the Uniform Commercial Code warranties ("UCC"). You waive rights under UCC 2A-303. You may be entitled to the promises and warranties (if any) provided to us by the Supplier, and you may contact the Supplier for a statement thereof. We hereby transfer to you all automatically transferable warranties, if any, made to us by the Supplier. You shall give us access to the Equipment Location to inspect the Equipment, and you agree to pay our related costs.
20. **LESSEE GUARANTY:** You agree to submit the original master lease documents with the security deposit to the Lessor via overnight courier the same day of the facsimile transmission of the lease documents. Should we fail to receive these originals, you agree to be bound by the faxed or electronic copy of this Agreement with appropriate signatures on both sides of the document. Lessee waives the right to challenge in court the authenticity of a faxed copy of this Agreement and the faxed copy shall be considered the original and shall be the binding Agreement for the purposes of any enforcement action under paragraph #12.

FOR MUNICIPALITIES ONLY

- 20-A. **CUSTOMER COVENANTS:** the Customer covenants and warrants that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and
 - (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of the Customer to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of the Customer; nor is there any basis for any such action, suit, proceeding or investigation; and
 - (3) that the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will be essential for the term of the Agreement.
- (4) Customer has not previously terminated an agreement for non-appropriation, except as specifically described in a letter appended hereto.
- 20-B. **SIGNATURES:** Each signor warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signor(s) for Customer further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Customer authorizing execution of the Agreement has been duly adopted and remains in full force and effect.
- 20-C. **NON APPROPRIATION:** In the event Customer is in default under the Agreement because:
 1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Agreement during said fiscal period;
 2. Such non-appropriation did not result from any act or failure to act of customer;
 3. Customer has exhausted all funds legally available for all payment due under the Agreement; and
 4. There is no other legal procedure by which payment can be made to Owner. Then, provided that (a) Customer has given Owner written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from Customer's counsel verifying the same within ten(10) days thereafter; and (c) the Customer does not directly or indirectly purchase, rent or in any way acquire any services or equipment supplied or provided for hereunder; upon receipt of the equipment delivered to a location designated by Owner, at Customer's expense, Owner's remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Owner in its sole discretion may desire, without any duty to account to Customer.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: BILL LAGRONE, DIRECTOR OF PUBLIC SAFETY

RE: PURCHASE OF POLICE PATROL CANINES AND TRAINING

DATE: AUGUST 18, 2015

SUMMARY

The Council may consider the purchase of two (2) Police Patrol Canines and handler certification training utilizing donations received from the community and Asset Forfeiture monies.

DISCUSSION

The K-9 Program was established to augment police services to the community. A police patrol canine is used to locate and apprehend a suspect if the handler reasonably believes the individual has either committed or threatened to commit any serious offense to the public, any officer or the handler. A police patrol canine will be directed to intervene when an immediate threat of violence or serious harm occurs toward members of the community or law enforcement, the individual physically resists arrest or an individual is believed to be concealed in an area where entry would be a threat to an officer's safety or the public.

The Oroville Police Department (Department) reactivated its K-9 Program in 2007. Recently, the Department retired both of our Canine Officers, due to age and health of the dogs. The Department's goal is to acquire two (2) police patrol canines in fiscal year 2015/2016.

To accomplish this goal, the Department would utilize monies from prior fundraising efforts and Asset Forfeiture monies. There are currently adequate funds to cover the cost of purchasing the new patrol canines and the certification training cost for the handlers of the new canines. The Department intends to continue to utilize the K-9 patrol vehicles and all existing equipment, such as leashes, training aids, maintenance items and all other items currently utilized for the training and care of these canines.

The Department would use Meyer's Police Canine Training as a sole source vendor. This company has been actively training Butte County law enforcement agency canines for the last several years. They have a proven track record of training successful Police Patrol canines in performing to a high level of standard. The company is located in

Chico, which is a significant benefit to our Police Department. If an issue arises with one of our canines the trainer is immediately available to help correct the behavior problem. Meyer's Police Canine Training charges \$300 per canine team, per month, for these services. The training provided will be at least 16 hours per month, per canine team. These prices are within normal pricing parameters for this type of service. The total cost per month for training will be \$600. See attached contract for additional details.

The sex and breed of the canines the Department would acquire has yet to be determined. Meyer's Police Canine Training will facilitate the purchase of the new canines, as part of their training contract with the Department. The cost of the new canines is expected to be approximately \$7,500 to \$10,000 each. These canines will come with basic training. The advanced training for POST certification for personal protection and narcotics detection will be \$3,500 per canine. The total cost per canine with training will be between \$11,000 to 13,500.

Meyer's Police Canine Training will be hosting a POST certified training in the local area this fall. This will allow the Department to send both new handlers to training with their canine partners with no cost for lodging or travel.

FISCAL IMPACT

Funding for this project will come from the Canine Donation account and the Asset Forfeiture account. There is approximately \$182,150:

Account No. 155-8400-2510

RECOMMENDATIONS

1. Authorize the purchase of two (2) Police Patrol Canines and training, in an amount not to exceed \$13,500/each, through the sole source provider, Meyer's Police Canine Training.
2. Adopt Resolution No. 8410 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH MEYER'S POLICE CANINE TRAINING FOR MONTHLY MAINTENANCE TRAINING OF BOTH POLICE PATROL CANINES, IN AN AMOUNT NOT TO EXCEED \$600/MONTH – (Agreement No. 3139).

ATTACHMENTS

Resolution No. 8410
Agreement No. 3139

**CITY OF OROVILLE
RESOLUTION NO. 8410**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH MEYER'S POLICE CANINE TRAINING FOR MONTHLY MAINTENANCE TRAINING OF BOTH POLICE PATROL CANINES, IN AN AMOUNT NOT TO EXCEED \$600/MONTH

(Agreement No. 3139)

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

1. The Mayor is hereby authorized and directed to execute a Contract with Meyer's Police Canine Training for monthly maintenance training for two (2) Police Patrol Canines.
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 August 18, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED TO AS FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this
_____ day of _____,

BETWEEN

Oroville Police Department of 2055 Lincoln Blvd, Oroville , California
(the "Customer")

- AND -

Meyer's Police Canine Training of [REDACTED] Chico , California
(the "Service Provider").

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:
 - o The provider will provide sixteen hours of monthly Police Canine Training for the Oroville Police Department. The dates and times for the monthly training will be agreed upon by both the City and provider prior to the training days. The City

will provide the training venues necessary for the scheduled maintenance training. Training locations will be within the surrounding areas of Butte County, Tehama County, or within a two hour drive from the Police Department. The locations will be agreed upon between both the provider and City prior to training. Each canine training group should consist of no more than seven canine teams. The provider will provide a Lead Training Instructor who will provide the sixteen hours of monthly training to the City. If scheduling conflicts were to arise and the Lead Training Instructor was unavailable, an Assistant Trainer will be provided at no extra cost to the City. A "canine team", will consist of a handler and dog, provided by the City. The instructor will provide up to date and advanced canine training for the canine team. The provider will provide introduction to new disciplines and advanced training in SWAT Tactics for Canines, Tracking, Article Searches, EOD Training, Narcotics Searching, Advanced Obedience, Problem Solving and Live Fire Drills at no extra cost to the City. Any other disciplines not listed can be discussed, upon request from the City. The provider will provide expert testimony as needed and requested in writing by the City at no extra cost. The provider will provide case law updates as necessary at no extra cost as requested by the City. The provider will provide an outside source for yearly POST certification at no extra cost to the City. The yearly POST evaluator will be a valid California POST evaluator at time of certification.

2. The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect for 2 years, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days notice to the other Party.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

7. For the services rendered by the Service Provider as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Service Provider of \$300.00 per month, per canine team.
8. The Compensation will be payable on a monthly basis, while this Agreement is in force.

Additional Compensation

9. In addition to the Compensation, the Service Provider will be entitled to the following additional compensation for performing the Services:
 - o Price will be for one canine team per month. The City will make payment on each such invoice within 30 days of receipt. Each such invoice will be forwarded to the City by the 15th of each month.

A decoy will be provided by the provider at no extra cost to the City.

Provision of Extras

10. The Customer agrees to provide, for the use of the Service Provider in providing the Services, the following extras:

- o The City will provide a training location for its assigned training day, agreed upon by both the City and provider.

Reimbursement of Expenses

11. The Service Provider will not be reimbursed for expenses incurred by the Service Provider in connection with providing the Services of this Agreement.

Payment Penalties

12. No late payment penalty will be charged if the Customer does not comply with the rates, amounts, or payment dates provided in this Agreement.

Performance Penalties

13. No performance penalty will be charged if the Service Provider does not perform the Services within the time frame provided by this Agreement.

Non-Solicitation

14. Any attempt on the part of the Service Provider to induce to leave the Customer's employ, or any effort by the Service Provider to interfere with the Customer's relationship with its employees or other service providers would be harmful and damaging to the Customer.
15. The Service Provider agrees that, during the term of this Agreement, the Service Provider will not in any way directly or indirectly:
 - a. induce or attempt to induce any employee or other service provider of the Customer to quit employment or retainer with the Customer;
 - b. otherwise interfere with or disrupt the Customer's relationship with its employees or other service providers;
 - c. discuss employment opportunities or provide information about competitive employment to any of the Customer's employees or other service providers; or

- d. solicit, entice, or hire away any employee or other service provider of the Customer.

Return of Property

16. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Capacity/Independent Contractor

17. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

18. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. Oroville Police Department
2055 Lincoln Blvd.
Oroville , California, 95966
Fax: 530-538-2468
Email: _____

- b. Meyer's Police Canine Training

Chico , California, 95928

or to such other address as any Party may from time to time notify the other.

Insurance

19. The Service Provider will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Service Provider based on the risk associated with characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.

Dispute Resolution

20. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
21. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of California. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of California.

Modification of Agreement

22. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

23. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

24. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Entire Agreement

25. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

26. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

27. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

28. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

29. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

30. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

31. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

SIGNED, SEALED, AND DELIVERED

in the presence of:

Oroville Police Department (Customer)

Witness: _____ (Sign)

Per: _____ (SEAL)

Witness Name: _____

SIGNED, SEALED, AND DELIVERED

in the presence of:

Meyer's Police Canine Training (Service Provider)

Witness: _____ (Sign)

Per: _____ (SEAL)

Witness Name: _____

Meyer's Police Canine Training



-NOT TRANSFERABLE-

PLEASE POST IN A
CONSPICUOUS PLACE

BUSINESS LICENSE CERTIFICATE

Business must comply with all provisions of the Chico Municipal Code.

FOR PERIOD

05/01/2015

TO

04/30/2016

BUSINESS LICENSE NO.

58622

MEYERS POLICE CANINE TRAINING

CHICO CA 95928

SIC :SCHOOLS & EDUCATNL SERVCS, NEC

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

**RE: RESOLUTION OF SUPPORT FOR LOCAL TRANSPORTATION
INFRASTRUCTURE FUNDING**

DATE: AUGUST 18, 2015

SUMMARY

The Council may consider a Resolution of Support for local transportation infrastructure funding.

DISCUSSION

On June 16, 2015, Governor Jerry Brown called for an extraordinary session of the legislature to discuss the current condition of the state's highways, streets and roads. The Governor's goal is to urge the legislature to enact permanent and sustainable funding to maintain and repair the state's transportation and critical infrastructure, improve the state's key trade corridors, and complement local infrastructure efforts.

Since June 16, 2015, the State Senate and Assembly have held hearings to discuss the current conditions of highways, streets and roads, as well as the current funding structure. Local streets and roads received significant attention during the hearings, with legislators indicating that they need to hear from their cities.

In response to these actions, the League of California Cities has reached out to local California cities to encourage the passage of local resolutions of support urging the state to provide new sustainable funding for state and local transportation infrastructure. The League will forward the local resolutions to the state legislators.

FISCAL IMPACT

None

RECOMMENDATIONS

**Adopt Resolution No. 8411 – A RESOLUTION OF THE OROVILLE CITY COUNCIL
URGING THE STATE TO PROVIDE NEW SUSTAINABLE FUNDING FOR STATE
AND LOCAL TRANSPORTATION INFRASTRUCTURE**

ATTACHMENTS

Resolution No. 8411

**CITY OF OROVILLE
RESOLUTION NO. 8411**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL URGING THE STATE TO
PROVIDE NEW SUSTAINABLE FUNDING FOR STATE AND LOCAL
TRANSPORTATION INFRASTRUCTURE**

WHEREAS, Governor Edmund G. Brown, Jr. has called an extraordinary session to address the immense underfunding of California's transportation infrastructure; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, the City of Oroville has participated in efforts with the California State Association of Counties, League of California Cities, and California's Regional Transportation Planning Agencies to study unmet funding needs for local roads and bridges, including sidewalks and other essential components; and

WHEREAS, the resulting 2014 California Statewide Local Streets and Roads Needs Assessment, which provides critical analysis and information on the local transportation network's condition and funding needs, indicates that the condition of the local transportation network is deteriorating as predicted in the initial 2008 study; and

WHEREAS, the results show that California's local streets and roads are on a path of significant decline. On a scale of zero (failed) to 100 (excellent), the statewide average pavement condition index (PCI) is 66, placing it in the "at risk" category where pavements will begin to deteriorate much more rapidly and require rehabilitation or rebuilding rather than more cost-effective preventative maintenance if funding is not increased; and

WHEREAS, if funding remains at the current levels, in 10 years, 25 percent of local streets and roads in California will be in "failed" condition; and

WHEREAS, cities and counties need an additional \$1.7 billion just to maintain a status quo pavement condition of 66, and much more revenue to operate the system with Best Management Practices, which would reduce the total amount of funding needed for maintenance in the future; and

WHEREAS, models show that an additional \$3 billion annual investment in the local streets and roads system is expected to improve pavement conditions statewide from an average "at risk" condition to an average "good" condition; and

WHEREAS, if additional funding isn't secured now, it will cost taxpayers twice as much to fix the local system in the future, as failure to act this year will increase unmet

funding needs for local transportation facilities by \$11 billion in five years and \$21 billion in ten years; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site runoff; and

WHEREAS, in addition to the local system, the state highway system needs an additional \$5.7 billion annually to address the state's deferred maintenance; and

WHEREAS, in order to bring the local system back into a cost-effective condition, at least \$7.3 billion annually in new money going directly to cities and counties; and

NOW, THEREFORE, be it hereby resolved by the Oroville City Council that the City of Oroville strongly urges the Governor and Legislature to identify a sufficient and stable funding source for local street and road and state highway maintenance and rehabilitation to ensure the safe and efficient mobility of the traveling public and the economic vitality of California.

RESOLVED FURTHER, that the City of Oroville strongly urges the Governor and Legislature to adopt the following priorities for funding California's streets and roads.

- 1. Make a significant investment in transportation infrastructure.** Any package should seek to raise at least \$6 billion annually and should remain in place for at least 10 years or until an alternative method of funding our transportation system is agreed upon.
- 2. Focus on maintaining and rehabilitating the current system.** Repairing California's streets and highways involves much more than fixing potholes. It requires major road pavement overlays, fixing unsafe

bridges, providing safe access for bicyclists and pedestrians, replacing storm water culverts, as well as operational improvements that necessitate the construction of auxiliary lanes to relieve traffic congestion choke points and fixing design deficiencies that have created unsafe merging and other traffic hazards. Efforts to supply funding for transit in addition to funding for roads should also focus on fixing the system first.

3. Equal split between state and local projects. We support sharing revenue for roadway maintenance equally (50/50) between the state and cities and counties, given the equally-pressing funding needs of both systems, as well as the longstanding historical precedent for collecting transportation user fees through a centralized system and sharing the revenues across the entire network through direct subventions. Ensuring that funding to local governments is provided directly, without intermediaries, will accelerate project delivery and ensure maximum accountability.

4. Raise revenues across a broad range of options. Research by the California Alliance for Jobs and Transportation California shows that voters strongly support increased funding for transportation improvements. They are much more open to a package that spreads potential tax or fee increases across a broad range of options, including fuel taxes, license fees, and registration fees, rather than just one source. Additionally, any package should move California toward an all-users pay structure, in which everyone who benefits from the system contributes to maintaining it – from traditional gasoline-fueled vehicles, to new hybrids or electric vehicles, to commercial vehicles.

5. Invest a portion of diesel tax and/or cap & trade revenue to high-priority goods movement projects. While the focus of a transportation funding package should be on maintaining and rehabilitating the existing system, California has a critical need to upgrade the goods movement infrastructure that is essential to our economic well-being. Establishing a framework to make appropriate investments in major goods movement arteries can lay the groundwork for greater investments in the future that will also improve air quality and reduce greenhouse gas emissions.

6. Strong accountability requirements to protect the taxpayers' investment. Voters and taxpayers must be assured that all transportation revenues are spent responsibly. Local governments are accustomed to employing transparent processes for selecting road maintenance projects aided by pavement management systems, as well as reporting on the expenditure of transportation funds through the State Controller's Local Streets and Roads Annual Report.

7. Provide Consistent Annual Funding Levels. Under current statute, the annual gas tax adjustment by the Board of Equalization is creating extreme fluctuations in funding levels – a \$900 million drop in this budget year alone. A transportation funding package should contain legislation that will create more consistent revenue projections and allow Caltrans and transportation agencies the certainty they need for longer term planning.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on August 18, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: BILL LA GRONE, DIRECTOR OF PUBLIC SAFETY

**RE: U.S. DEPARTMENT OF JUSTICE ASSET FORFEITURE PROGRAM
EQUITABLE SHARING AGREEMENT AND CERTIFICATION**

DATE: AUGUST 18, 2015

SUMMARY

The Council may consider authorizing the Oroville Police Department's participation in the U.S. Department of Justice Asset Forfeiture Program.

DISCUSSION

The U.S. Department of Justice Asset Forfeiture Program is a nationwide law enforcement initiative that removes the tools of crime from criminal organizations, deprives wrongdoers of the proceeds of their crimes, recovers property that may be used to compensate victims, and deters crime. Federal law authorizes the sharing of forfeited property with participating local law enforcement agencies. Any local law enforcement agency that directly participates in an investigation or prosecution that results in a federal forfeiture may request an equitable share of the net proceeds of the forfeiture. The proceeds may only be used for law enforcement purposes.

To begin participating in the Asset Forfeiture Program, an Equitable Sharing Agreement and Certification must be signed and filed with the U.S. Department of Justice.

FISCAL IMPACT

This funding will potentially reduce the impact of the Police Department on the General Fund.

RECOMMENDATION

Adopt Resolution 8412 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTIE AN EQUITABLE SHARING AGREEMENT AND CERTIFICATION FOR THE U.S. DEPARTMENT OF JUSTICE ASSET FOREFEITURE PROGRAM - (Agreement No. 3140).

CC-7

ATTACHMENTS

Resolution No. 8412
Agreement No. 3140

**CITY OF OROVILLE
RESOLUTION NO. 8412**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTIE AN EQUITABLE SHARING AGREEMENT
AND CERTIFICATION FOR THE U.S. DEPARTMENT OF JUSTICE ASSET
FOREFEITURE PROGRAM**

(Agreement No. 3140)

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

1. The Mayor is hereby authorized and directed to execute an Equitable Sharing Agreement and Certification for the U.S. Department of Justice Asset Forfeiture Program.
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 August 18, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED TO AS FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk



Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires January 31, 2018

- Police Department
 Sheriff's Office
 Task Force (Complete Table A)
 Prosecutor's Office
 National Guard Counterdrug Unit
 Other

* Please fill each required field. Hover mouse over any fillable field for pop-up instructions. *

Agency Name: Oroville Police Department

NCIC/ORI/Tracking Number: C A 0 0 4 0 4 0 4

Mailing Address: 2055 Lincoln Street

City: Oroville

State: CA

Zip: 95966

Finance Contact: First: Ruth

Last: Wright

Phone: 530-538-2413

Email: Rwright@cityoforoville.org

Preparer:

First: Bill

Last: LaGrone

Same as Finance Contact

Phone: 530-538-2472

Email: Blagrone@oropd.org

Last FY End Date: 06/30/2015

Agency Current FY Budget:

\$5,662,445.00

- New Participant:** Read Equitable Sharing Agreement and sign Affidavit
 Existing Participant: Complete Annual Certification Report, read Equitable Sharing Agreement, and electronically sign Affidavit
 Amended Form: Revise Annual Certification Report, read Equitable Sharing Agreement, and electronically sign Affidavit

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Funds Balance (Must match Ending Balance from prior FY)	\$0.00	\$0.00
2	Equitable Sharing Funds Received	\$183,818.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (Complete Table B)		
4	Other Income	\$0.00	\$0.00
5	Interest Income <input checked="" type="radio"/> Non-Interest Bearing <input type="radio"/> Interest Bearing		
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$183,818.00	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n below)	\$44,625.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$139,193.00	\$0.00

¹ Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

² Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP, AND USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$0.00	\$0.00
b	Training and education	\$0.00	\$0.00
c	Law enforcement, public safety, and detention facilities	\$0.00	\$0.00
d	Law enforcement equipment	\$0.00	\$0.00
e	Joint law enforcement/public safety operations	\$0.00	\$0.00
f	Contracting for services	\$0.00	\$0.00
g	Law enforcement travel and per diem	\$0.00	\$0.00
h	Law enforcement awards and memorials	\$0.00	\$0.00
i	Drug, gang, and other education or awareness programs	\$0.00	\$0.00
j	Matching grants (Complete Table C)		
k	Transfers to other participating law enforcement agencies (Complete Table D)	\$44,625.00	\$0.00
l	Support of community-based programs (Complete Table E)		
m	Non-categorized expenditures (Complete Table F)		
n	Salaries (Complete Table G)		
Total:		\$44,625.00	\$0.00

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%;"></td> </tr> </table>										

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds								
Agency Name: <input style="width: 400px;" type="text"/>										
NCIC/ORI/Tracking Number: <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px;"></td> </tr> </table>										

Table C: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table D: Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: Butte County Interagency Narcotics Task Force NCIC/ORI/Tracking Number: C A 0 0 4 1 0 0 0	\$39,625.00	\$0.00
Agency Name: Gridley Police Department NCIC/ORI/Tracking Number: C A 0 0 4 0 3 0 0	\$5,000.00	\$0.00

Table E: Support of Community-based Programs

Recipient	Justice Funds	Treasury Funds

Table F: Expenditures not Categorized in (a) - (n) Above

Description	Justice Funds	Treasury Funds

Table G: Salaries

Salary Type	Justice Funds	Treasury Funds
<input type="radio"/> Overtime <input type="radio"/> Match for Federal Salary Grant <input type="radio"/> DARE/SRO Officer <input type="radio"/> Federal Task Force Replacement Officer		

Table H: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	<input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin <input type="checkbox"/> Gender <input type="checkbox"/> Disability <input type="checkbox"/> Age <input type="checkbox"/> Other _____			

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.

By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted and signed electronically. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be electronically signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide)*.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a current and compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction as supplemented by requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

7. Freedom of Information Act. Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

**RE: ELECTRICAL SERVICE AGREEMENT WITH PACIFIC GAS & ELECTRIC
COMPANY**

DATE: AUGUST 18, 2015

SUMMARY

The Council may consider an Electrical Service Agreement with Pacific Gas & Electric Company (PG&E) for a new electrical service to be installed for the City's Table Mountain Boulevard Roundabout Project.

DISCUSSION

Staff has completed the design of the Table Mountain Boulevard Roundabout Project (Project). Bids were opened on August 7, 2015, and construction work is expected to start in early September 2015. The installation of new street lights and an irrigation system controller requires a new electrical service that has been approved by PG&E. PG&E's cost to the City for the new service installation is \$4,656.12 and requires the execution of an Agreement to Perform Tariff Related Work with PG&E.

This cost is reimbursable through the Project Congestion Mitigation Air Quality Grant that is funding the Project. There will be a monthly electric bill of approximately \$30 per month to be paid after the completion of construction that will be paid by the Street Fund.

FISCAL IMPACT

The cost for the new electrical service is a reimbursable item through the Project grant.

RECOMMENDATION

Adopt Resolution No. 8413 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN ELECTRIC SERVICE AGREEMENT WITH PACIFIC GAS & ELECTRIC COMPANY FOR THE TABLE MOUNTAIN BOULEVARD ROUNDABOUT PROJECT – (Agreement No. 3141).

ATTACHMENTS

Resolution No. 8413
Agreement No. 3141

**CITY OF OROVILLE
RESOLUTION NO. 8413**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN ELECTRIC SERVICE AGREEMENT WITH PACIFIC GAS & ELECTRIC COMPANY FOR THE TABLE MOUNTAIN BOULEVARD ROUNDABOUT PROJECT

(Agreement No. 3141)

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

1. The Mayor is hereby authorized and directed to execute an Electric Service Agreement with Pacific Gas & Electric Company for the Table Mountain Boulevard Roundabout Project. A copy of the Agreement is attached as Exhibit A.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at an adjourned meeting on August 18, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk



July 17, 2015

Linda L. Dahlmeier
City of Oroville, A Government Agency
1735 Montgomery Street
OROVILLE, CA 95965

RE: Contract ID: 1193093: Table Mountain Blvd Roundabout

Dear Linda L. Dahlmeier,

Enclosed are gas and/or electric agreements for your project located at:

TABLE MOUNTAIN BOULEVARD, OROVILLE, 95965

This letter summarizes the agreements for this project.

	Non-Refundable Payment	Refundable Option*	50% Discount Option*
Street Lighting	\$4,656.12	\$0.00	\$0.00
Less Credit (Engineering Advance, etc.)	\$0.00	\$0.00	\$0.00
TOTAL **	\$4,656.12	\$0.00	\$0.00
TOTAL PAYMENT DUE	\$4,656.12	OR	\$4,656.12

* Only applies to Rule 15 Refundable Amounts. Amount shown is less credit for associated Applicant work.

** The Income Tax Component of Contribution (ITCC) is included in the above charges when applicable.

Please sign both copies of the agreement and return one copy of the agreement to the address below along with your payment and retain one copy for your records. If the agreement is not returned to PG&E within 90 days of the date of this letter, the proposed agreement is canceled and PG&E may need to re-estimate the job.

Changes to the agreement, either to any of the terms or to the amount owing, are not permitted, and any change or interlineations voids the agreement. The payment of any amount less than the full amount shown will be deposited by PG&E, but PG&E will not begin any work on this contract until the amount is paid in full. The contract shall be deemed effective the date a fully executed copy is received by PG&E. Please allow 45 days from PG&E's receipt of the Agreement for construction to commence.

PG&E is committed to providing timely and efficient service and we look forward to continuing to work with you on this and future projects.

Should you have any questions regarding these contracts, please contact your project manager Tracy Davis at 530-894-4733 or TEW4@pge.com.

Please send the executed Agreements and payment to:

PG&E CFM/PPC DEPARTMENT
PO BOX 997340
Sacramento, CA 95899-7340

Sincerely,

Loretta Weber

Loretta Weber
Service Planning Supervisor



110082119E

Ref: Contract ID: 1193093: TABLE MOUNTAIN BOULEVARD, OROVILLE, 95965



**Pacific Gas and Electric Company
Agreement to Perform
Tariff Schedule Related Work**

DISTRIBUTION:

- APPLICANT (Original)
- DIVISION (Original)
- ACCTG. SVCS.

REFERENCES:

Notification # 110082119
 Contract # 1193093
 ELS-PM # 31145367

City of Oroville, A Government Agency (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein. PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefor, subject to the following conditions:

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
2. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc):

LOCATION: TABLE MOUNTAIN BOULEVARD OROVILLE, 95965

DESCRIPTION OF WORK: Install Streetlight Service Point and/or Circuit (3)

Engineering & Administrative Costs		<u>\$1,186.57</u>
Streetlight Service - Facilities & Connection	(+)	<u>\$2,111.58</u>
Total Amount Subject to Allowance	(=)	<u>\$3,298.15</u>
Streetlight Service Point Allowance	(-)	<u>\$834.00</u>
Balance	(=)	<u>\$2,464.15</u>
Re-Engineering Costs	(+)	<u>\$0.00</u>
SL Svc Extnsn and/or Circuit - Riser molding PG&E	(+)	<u>\$707.93</u>
SL Svc Extnsn and/or Circuit - Inspection	(+)	<u>\$302.64</u>
Subtotal	(=)	<u>\$3,474.72</u>
plus ITCC @ 34.0%	(+)	<u>\$1,181.40</u>
Streetlight Service Point - Connection Only	(+)	<u>\$0.00</u>
Less Applicant Provided Work:		
Cost beyond Allowance by Applicant	(-)	<u>\$0.00</u>
Total Streetlight Non-Refundable Payment	(=)	<u>\$4,656.12</u>
Amount shown does not include PG&E Contributions of:		<u>\$0.00</u>



110082119E

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of Four Thousand Six Hundred Fifty-Six Dollars And Twelve Cents (\$4,656.12)

Upon completion of requested work, ownership shall vest in: PG&E Applicant

Executed this _____ day of _____

City of Oroville, A Government Agency

PACIFIC GAS & ELECTRIC COMPANY

Applicant

By: _____

By: Loretta Weber

Linda Dahlmeier
Print/Type/Name

Loretta Weber

Title: Mayor

Title: Service Planning Supervisor

Mailing Address: 1735 Montgomery Street
OROVILLE, CA 95965



110082119E

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

**RE: REQUEST TO INSTALL A MEMORIAL BENCH & PLAQUE IN SANK
PARK**

DATE: AUGUST 18, 2015

SUMMARY

The Council may consider approving the installation of a memorial bench and bronze plaque in Sank Park.

DISCUSSION

The City has received a letter from Mr. and Mrs. Ingram requesting the installation of a memorial bench and plaque in Sank Park. The Ingrams lost their son in July of 2014 and are looking to place a memorial bench and plaque in Sank Park which is where his memorial service was held. The proposed bench design can be seen in **(Attachment B)**. Mr. Ingram and the City's Parks & Trees Supervisor have met and identified a location for placement, if approved **(Attachment C)**. The proposed memorial plaque installation would be under the tree behind the bench.

At the July 13, 2015 Park Commission meeting, the Commission forwarded a recommendation to the City Council to approve the installation of a memorial bench with Mr. and Mrs. Ingram paying for the purchase, installation and future maintenance costs as may be needed.

FISCAL IMPACT

There is no impact to the General Fund. The letter of request indicates that Mr. and Mrs. Ingram are willing to pay all costs associated with the purchase, installation and maintenance of the bench and plaque as may be needed. There is no anticipated cost to the City at this time.

RECOMMENDATION

Approve the installation of a memorial bench and 3" x 5" bronze plaque with Mr. and Mrs. Ingram paying for the purchase, installation and future maintenance costs as may

CC-9

be needed.

ATTACHMENTS

- A - Letter from Mr. and Mrs. Ingram
- B – Proposed Bench Designs
- C – Bench Location/Removal

EXHIBIT - A

To: Oroville city council / Oroville parks and recreation

Hello, This letter is a formal request for a memorial bench.

On 7/11/14 my wife and I lost our son in a tragic accident leaving behind not only ourselves but a 3 year old daughter.

We have been on a waiting list since that time for a memorial bench in one of our parks so that we have a special place to remember Robert. I recently checked back on that and it was suggested that a spot may be available in sank park.

We are very hopeful that we can make this a reality, It's such a beautiful place. It's also where we held a memorial service for him. I told wife about this possibility and she very excitedly said that's the last place Robert took his daughter.

We are thinking of a polished stone or ornate steel Bench with a small engraving of his name and time here on earth. However if you feel a different type would be more appropriate we are very willing to work with your suggestions also. We understand that upon approval we will submit a detailed description and or photo of the bench before installation. We don't really have a specific location in the park in mind, We would like to leave that up to the parks department to choose the most appropriate site.

We are willing to pay all costs of the bench and it's professional manufacturing, installation and any maintenance costs associated with it.

Thank you for your consideration,

Mr. and Mrs. Dale Ingram daledingram@gmail.com

2185 Perkins ave

Oroville, Ca 95966

RECEIVED

City of Oroville

JUL 02 2015

Community Development
and
Public Works

EXHIBIT - B





EXHIBIT - C

EXHIBIT C



**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: BILL LA GRONE, DIRECTOR OF PUBLIC SAFETY

**RE: PURCHASE OF TWELVE (12) VIEWU LE3 BODY WORN VIDEO
CAMERAS**

DATE: AUGUST 18, 2015

SUMMARY:

The Council may consider the purchase of twelve (12) Viewu LE3 Body worn cameras, from Viewu, the sole source provider, in an amount not to exceed \$9,780.

DISCUSSION

Over the past year, the Oroville Police Department (Department) acquired ten (10) Viewu body worn cameras. These cameras were selected after testing many cameras, due to their durability and ease of use. These cameras were purchased in response to the growing mistrust of Law Enforcement in other communities. The Department is generally well supported by our community and enjoys a great working relationship with the community. It is our intent to promote transparency whenever possible. It is the feeling of our staff that body worn cameras support the mission of transparency. The ten cameras that are currently deployed have reduced citizen complaints of Officer misconduct and have also collected numerous pieces of evidence.

Currently, the Department does not have enough cameras to assign a camera to each Officer, forcing Officers to share the cameras. Sharing of the cameras has created some issues for staff. The most concerning is the lack of availability of a camera due to the necessary charging time for each camera.

Viewu has provided the Department with a quote for these body worn cameras. Viewu is the sole provider of their product. The quote from Viewu, is in the amount of \$755.00 per camera plus shipping and tax, bringing the total cost for (12) twelve body worn cameras to \$9,779.50. This price includes all shipping cost and sales tax.

The Department has previously purchased Viewu cameras for our Officers. Based on these prior purchases this quote is within the normal pricing parameters.

The Northern California Cities Self Insurance Fund (NCCSIF), the City of Oroville's insurance pool, has made a grant available to the City for the purchase of additional body worn cameras. The NCCSIF has granted the City \$12,309. The balance of the funding will be used to purchase storage for video at a later date.

FISCAL IMPACT

Funding for this project is from the Northern California Cities Self Insurance Fund.

RECOMMENDATIONS

Authorize the purchase twelve (12) Viewu LE3 Body Worn Cameras from Viewu, the sole source provider, in an amount not to exceed \$9,780.

ATTACHMENTS

Quote from Viewu

Estimate

Date 7/8/2015
Estimate # 7576
PO #

105 W John St
Seattle WA 98119
USA
1.888.285.4548
Fax: 206.299.3380



Bill To

Allen Byers
Accounts Payable
Oroville Police Department (CA)
2055 Lincoln Street
Oroville CA 95965

Expires 8/31/2015
Exp. Close 7/8/2015
Sales Rep James G Hillary
Shipping Method UPS Ground

Ship To

Tyson Pardee
Oroville Police Department (CA)
2055 Lincoln Street
Oroville CA 95965

LE3	12	LE3 Body Worn Video Camera	755.00	Yes	9,060.00
VERIPATROL Software	1	VERIPATROL Software Unlimited	0.00	Yes	0.00

Thank you for your belief in our products.

We have several options if you like to process this estimate.

1. Forward a purchase order via email to info@viewu.com, or
2. Fax a purchase order to 206-299-3380 or,
3. Contact VIEVU directly at 1-888-285-4548, or
4. Return this estimate signed and approved with a Lieutenant or above signature.

If you are tax exempt, please fax your certificate to 206.299.3380 or email to info@viewu.com.

If you need any additional information or assistance, please let us know.

Thank you.

Subtotal 9,060.00
Shipping Cost (UPS Ground) 40.00
Tax (Sales Tax 7.5%) 679.50
Total \$9,779.50



7576

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT;
AMY BERGSTRAND, MANAGEMENT ANALYST III**

RE: PURCHASE OF DELL LAPTOP COMPUTER

DATE: AUGUST 18, 2015

SUMMARY

The Council may consider the purchase of a new Dell laptop computer for the Business Assistance and Housing Development Department, in an approximate amount of \$1,342.

DISCUSSION

Staff is requesting authorization to purchase a new Dell laptop for the Business Assistance and Housing Department (Department). The laptop that the Department currently uses is outdated (more than 5-years old) and mainly used for PowerPoint presentations. The Management Analyst III position requires the ability to access work files and emails when not in the office to become more accessible and efficient. Additionally, this laptop will be used for Department presentations/workshops.

FISCAL IMPACT

There is no General Fund impact. Funding is available for a total of approximately \$1,3412; a budget adjustment is needed as follows:

Transfer out:			
CDBG Program Income	453-9010-8453	Direct Labor	<\$469.41>
10-CalHome-6671	150-7960-8558	Loans	<\$871.75>
Transfer In:			
CDBG Program Income	453-8425-8453	Computer Equipment	\$469.41
10-CalHome-6671	150-8425-8558	Computer Equipment	\$871.75

CC-11

RECOMMENDATION(S)

Authorize the purchase of a new Dell laptop computer for the Business Assistance and Housing Development Department, in an approximate amount of \$1,342.

ATTACHMENT(S)

Dell Price Quote



Quote 1020361994053.2

CITY OF OROVILLE

Salesperson	Quote Details	Billing Details
Salesperson Name Jesse Dominguez	Quote Date 07/24/2015	Company Name CITY OF OROVILLE
Salesperson Email Jesse_Dominguez@Dell.com	Quote Validity 08/23/2015	Customer Number 54457014
Salesperson Phone 18009993355	Solution ID -	Phone Number 1(530) 538-2401
Salesperson Extension 7254348		Address 1735 MONTGOMERY ST OROVILLE US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
Latitude 15 5000 Series CTO	1	\$1,241.22	\$1,241.22
Targus Meridian II Toploading Laptop Case - Size Up to 15.6-inch - Black	1	\$44.99	\$44.99
		Subtotal	\$1,286.21
		Tax	\$50.95
		Shipping and Handling	\$0.00
		Environmental Fee	\$4.00
		Total	\$1,341.16

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire changes, please contact me as soon as possible.

Regards,
Jesse Dominguez

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Product Details

Shipping Details

Shipping Contact: ACCOUNTS PAYABLE
Shipping Phone No: 1(999) 999-9999
Shipping via: Standard Ground
Shipping Address: CITY OF OROVILLE
1735 MONTGOMERY ST
OROVILLE
CA 95965-4820
US

Product Price Details

Subtotal \$1,286.21
Tax \$50.95
Shipping and Handling \$0.00
Environmental Fee \$4.00
Total \$1,341.16

Description	Quantity	Unit Price	Subtotal Price
Latitude 15 5000 Series CTO	1	\$1,241.22	\$1,241.22

Estimated Delivery Date: 08/10/2015
Contract Code: WN99ABZ
Customer Agreement No: WSCA B27160

210-ABGO	Latitude 15 5000 Series	1	-	-
338-BEOS	4th Gen Intel Core i5-4310U Processor (2.0 GHz, 3M Cache, Dual Core)	1	-	-
421-8067	Windows 7 Professional, 64-bit, No Media, Latitude, English	1	-	-
630-AABP	Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude	1	-	-
370-AAPD	4GB Single Channel DDR3L 1600MHz (4GBx1)	1	-	-
400-AAQD	320GB 5400rpm Hard Drive	1	-	-
490-BBNB	Intel Integrated HD Graphics 4400	1	-	-
429-AAIL	8X DVD+/-RW Media Bay Drive	1	-	-
451-BBDW	6-cell (65Wh) Lithium Ion battery with ExpressCharge	1	-	-
452-BBBI	E-Port, dock for charging, digital video, and USB 3.0 / eSATA port support	1	-	-
319-BBBH	Software for Integrated Camera	1	-	-

492-BBEM	65W AC Adapter, 3-pin	1	-	-
325-BBCS	Light Sensitive Webcam and Noise Cancelling Digital Array Mic	1	-	-
537-BBBD	E5 Power Cord (US)	1	-	-
555-BBCZ	Dell Wireless 1506 802.11g/n Single Band Wi-Fi Half Mini Card	1	-	-
391-BBJD	15.6" HD (1366x768) Wide View Anti-Glare WLED-backlit	1	-	-
583-BBJJ	Internal English Dual Pointing Backlit Keyboard	1	-	-
650-AAAM	No Anti-Virus Software	1	-	-
346-BBFY	Fingerprint Reader (Dual Pointing) Palmrest	1	-	-
430-XXYG	No Resource DVD	1	-	-
551-BBBJ	No Intel Responsive	1	-	-
631-AACH	No Out-of-Band Systems Management	1	-	-
800-BBGF	BTO Standard shipment Air	1	-	-
340-ACOS	System Documentation, English	1	-	-
555-BBDN	Dell Wireless 1506 Driver	1	-	-
954-3465	No DDPE Encryption Software	1	-	-
620-AAOH	No Media	1	-	-
637-AAAD	Dell Backup and Recovery Basic	1	-	-
387-BBIL	Energy Star 6.0	1	-	-
389-BCCI	Intel Core i5 Processor Label	1	-	-
330-6322	Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks	1	-	-
340-AAUC	Dell Digital Delivery Cirrus Client	1	-	-
421-9982	Thank you for buying Dell	1	-	-
422-0007	Dell Data Protection Security Tools Digital Delivery/NB	1	-	-
422-0052	SW,MY-DELL,CRRS	1	-	-
551-BBBU	Latitude 15 5000 Software Drivers	1	-	-
640-BBDI	Adobe Reader 11	1	-	-
640-BBEU	Dell Data Protection Protected Workspace	1	-	-
640-BBHQ	Not Selected in this Configuration	1	-	-
640-BBHR	Visit www.dell.com/encryption	1	-	-
658-BBNF	Waves Maxx Audio Royalty	1	-	-
329-BCEI	Intel Core i5-4310U Processor Base, Integrated Graphics, Express Card Reader	1	-	-
340-AFZW	Ship Material, Shuttle, Mix Model	1	-	-
389-BCZZ	Regulatory Label, Non-Touch	1	-	-
430-XXYY	No Power DVD	1	-	-
340-ADNT	System Documentation, English	1	-	-
332-1286	US Order	1	-	-
460-BBLG	Dell Professional Topload 15.6 inch Carry Case	1	-	-
975-3461	Dell Limited Hardware Warranty Extended Year(s)	1	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115	1	-	-
997-6662	ProSupport: Next Business Day Onsite, 1 Year	1	-	-
997-6666	ProSupport: Next Business Day Onsite, 4 Year Extended	1	-	-
997-6675	ProSupport: 7x24 Technical Support, 5 Years	1	-	-
997-6727	Dell Limited Hardware Warranty	1	-	-

Description	Quantity	Unit Price	Subtotal Price
Targus Meridian II Toploading Laptop Case - Size Up to 15.6-inch - Black	1	\$44.99	\$44.99

Estimated Delivery Date: 08/03/2015
Contract Code: WN99ABZ
Customer Agreement No: WSCA B27160

A1734720	Targus Meridian II Topload Carrying Case - Fits Laptops with Screen Size Up to 15.6-inch	1	-	-
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Important Notes

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement with Dell that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (<http://www.dell.com/CTS>), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.** Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

**RE: ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED
LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT
DISTRICT, ZONES 2, 3, 5 – 12, 14, 15 and 17**

DATE: AUGUST 18, 2015

SUMMARY

The Council may conduct a public hearing to consider its intention to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District, Zones 2, 3, 5 – 12, 14, 15 and 17 for Fiscal Year 2015/2016.

DISCUSSION

As a condition of approval for each subdivision identified below, the developer was required to establish or annex into a landscape and lighting maintenance assessment district. Each subdivision represents a Zone within the larger district. Each Zone is financially responsible for the maintenance of the landscaped areas dedicated to the City and for the cost of maintaining the City owned street lights within the subdivision. The particular Zones within the City's Consolidated Landscape and Lighting Maintenance Assessment District ("CLLMAD") are identified below:

ZONE NUMBER AND NAME
Zone 2 – The Buttes
Zone 3 – Deer Creek Estates, Phase 1
Zone 5 – Cherokee Estates, Phase 1
Zone 6 – Sherwood Estates, Units 1 & 2
Zone 7 – Grayhawk
Zone 8 – Cherokee Estates, Phase 2
Zone 9 – Linkside Place, Phase 1
Zone 10 – Foothill Estates
Zone 11 – Mission Olive Ranch
Zone 12 – Vista Del Oro
Zone 14 – Martin Ranch
Zone 15 – Jake Richter
Zone 17 – Feather River Bluffs

CC-12

Pursuant to the Landscape and Lighting Act of 1972, which authorizes the formation and annual assessment of such districts, an Annual Assessment Report was prepared and filed with the City Clerk prior to the July 29, 2015 City Council meeting. The purpose of the report is to document the annual costs involved in the operation, maintenance and servicing of all improvements, adjust the annual assessments, to incorporate any surplus or deficit from the previous year and to determine the actual annual assessment for each assessable parcel within the CLLMAD.

The City Council will consider the following items for the CLLMAD, Zones 2, 3, 5 – 12, 14, 15 and 17:

1. Open and conduct a public hearing to receive public comment regarding the CLLMAD and/or the assessments for Fiscal Year 2015/2016.
2. After any public comment, close the public hearing and consider approval of the Resolution Ordering the Levy and Collection of Assessments.

FISCAL IMPACT

Assessments are collected for the City of Oroville by the Butte County Tax Collector to reimburse the City for the costs of operating, maintaining and servicing the landscape and lighting improvements within the CLLMAD.

RECOMMENDATION(S)

1. Adopt Resolution No. 8414 - A RESOLUTION OF THE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO APPROVE THE ANNUAL ASSESSMENT REPORT, AS SUBMITTED OR AMENDED, AND TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT ZONES 2, 3, 5 – 12, 14, 15 and 17 FOR FISCAL YEAR 2015/2016.
2. Authorize the Mayor to sign the Proposition 218 Certificate for inclusion on the 2015/2016 Butte County Tax Roll.

ATTACHMENT(S)

CLLMAD Assessment Summary, Zones 2, 3, 5 – 12, 14, 15 and 17
Resolution No. 8414
Proposition 218 Certification of Tax Bill Levy

Note: In order to reduce copying costs, only the Assessment Summary of the Annual Assessment Report is attached to this staff report. The complete Annual Assessment Report for the CLLMAD is available for review in the City Clerk's office.

CLLMAD 2015/2016 ASSESSMENT SUMMARY

Zone Name	Total Assessable Units	Total Assessable Costs	Maximum Assessment Rate per Unit	Proposed Assessment Rate per Unit
Zone 2 – The Buttes	58	\$832.88	\$122.96	\$14.36
Zone 3 – Deer Creek Estates, Phase 1	72	\$1,902.24	\$30.12	\$26.42
Zone 5 – Cherokee Estates, Phase 1	12	\$948.96	\$79.08	\$79.08
Zone 6 – Sherwood Estates, Units 1 & 2	49	\$466.48	\$42.00	\$9.52
Zone 7 – Grayhawk	30	\$123.60	\$197.63	\$4.12
Zone 8 – Cherokee Estates, Phase 2	20	\$677.20	\$410.73	\$33.86
Zone 9 – Linkside Place, Phase 1	65	\$2,327.00	\$427.39	\$35.80
Zone 10 – Foothill Estates	25	\$2,676.00	\$633.06	\$107.04
Zone 11 – Mission Olive Ranch	19	\$3,092.82	\$474.98	\$162.78
Zone 12 – Vista Del Oro	92	\$0.00	\$186.49	\$0.00
Zone 14 – Martin Ranch	0	\$0.00	\$0.00	\$0.00
Zone 15 – Jake Richter	8	\$153.28	\$277.35	\$19.16
Zone 17 – Acacia Estates	0	\$0.00	\$89.46	\$0.00
TOTALS:	450	\$13,200.46		

**CITY OF OROVILLE
RESOLUTION NO. 8414**

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO APPROVE THE ANNUAL ASSESSMENT REPORT, AS SUBMITTED OR AMENDED, AND TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT ZONES 2, 3, 5 – 12, 14, 15 and 17 FOR FISCAL YEAR 2015/2016

WHEREAS, the Oroville City Council, pursuant to the terms of the “Landscaping and Lighting Act of 1972” (the 1972 Act”), Division 15, Part 2, Chapter 1, Article 1 of the Streets and Highways Code of the State of California (commencing with Section 22500) did by previous Resolutions, initiate proceedings and approve the Annual Assessment Report (the “Report”), on a preliminary basis, for the special maintenance district known and designated as “The Oroville Consolidated Landscape and Lighting Maintenance Assessment District” (the “District”). The District is comprised of several Zones which are identified below:

ZONE NUMBER AND NAME
Zone 2 – The Buttes
Zone 3 – Deer Creek Estates, Phase 1
Zone 5 – Cherokee Estates, Phase 1
Zone 6 – Sherwood Estates, Units 1 & 2
Zone 7 – Grayhawk
Zone 8 – Cherokee Estates, Phase 2
Zone 9 – Linkside Place, Phase 1
Zone 10 – Foothill Estates
Zone 11 – Mission Olive Ranch
Zone 12 – Vista Del Oro
Zone 14 – Martin Ranch
Zone 15 – Jake Richter
Zone 17 – Feather River Bluffs

WHEREAS, the engineer selected by the City Council has prepared and filed with the City Clerk, the Report in connection with the proposed levy and collection of assessments upon eligible parcels of land within each Zone. The Report has been prepared based on the estimated costs to operate, maintain and service the improvements located within particular Zones of the District; and,

WHEREAS, the City Council has carefully examined and reviewed the Report and is satisfied with each of the items and documents as presented therein, and finds that the assessments have been spread to the eligible parcels within each Zone in accordance with the special benefit received from said improvements; and,

WHEREAS, the assessments are not based on the assessed value of the properties within the Zones but are based on the special benefit conferred upon said eligible parcels from the improvements, and the maintenance and operation thereof; and,

WHEREAS, the assessments are in compliance with all laws pertaining to the levy and collection of assessments, including Proposition 218; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. Following notice duly given, the City Council has held a full and fair public hearing regarding the Report and the levy and collection of assessments within the District. The City Council received and considered all written and oral statements, including any and all protests or other communications made or filed by any interested persons.
2. Based upon its review (and any applicable amendments) of the Report, a copy of which has been filed with the City Clerk, the City Council hereby finds and determines that:
 - a. The assessable properties within the Zones will receive special benefit from the operation, maintenance and servicing of the landscape and lighting improvements.
 - b. The Zones include all properties receiving such special benefit.
 - c. The net amount to be assessed upon the properties is based on the historical and estimated costs to provide said maintenance and servicing and is apportioned by a formula that fairly distributes the net amount among all assessable parcels in proportion to the estimated special benefit received from the improvements and services.
3. The Report and assessments, as presented and which are on file with the office of the City Clerk, are hereby confirmed as filed.
4. The City Council hereby orders the maintenance and servicing of the improvements to be made in accordance with the Report and the 1972 Act.
5. The maintenance, operation and servicing of the landscape and lighting improvements shall be performed pursuant to the 1972 Act and the County Auditor of Butte County shall enter onto the County Tax Roll, opposite each assessable parcel of land, the assessment amount and such assessments shall be collected at the same time and in the same manner as the County taxes are collected. After collection of the assessments by the County, the net amount of said assessments shall be paid to the City Treasurer.
6. The City Treasurer shall deposit all money representing assessments collected by the County to the credit of a fund especially for the District. Such money shall be expended only for the maintenance, operations and servicing of the landscape and lighting improvements located within the District boundaries.

7. The adoption of this Resolution constitutes the levy of assessments within the Zones for the fiscal year beginning July 1, 2015 and ending June 30, 2016.
8. The City Clerk is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution.
9. A certified copy of this Resolution shall be filed in the office of the City Clerk and shall remain open for public inspection.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on August 18, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSTENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott Huber, City Attorney

Donald Rust, Acting City Clerk

**PROPOSITION 218 CERTIFICATION - CLLMAD
ZONES 2, 3, 5 – 12, 14, 15 and 17**

CERTIFICATION OF TAX BILL LEVY

The Agency/District hereby certifies that the special tax(es), fee(s) and assessment(s) listed below that are to be placed on the 2015/2016 Secured Property Tax bill by the Agency/District meet the requirements of Proposition 218 that added Articles XIII C and XIII D to the State Constitution.

Article XIII C. Sec. 2 (c) "Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b)."

Article XIII D. Sec. 5 "...this article shall become effective the day after the election unless otherwise provided. Beginning July 1, 1997, all fees or charges shall comply with this section."

The Agency/District agrees to defend, indemnify and hold harmless the County of Butte, the Board of Supervisors, the Auditor-Controller, the Tax Collector, its officers and employees, from litigation over whether the requirements of Proposition 218 were met with respect to such levy (levies).

If any judgment is entered against any indemnified party as a result of not meeting the requirements of Proposition 218 for such special tax(es), fee(s) or assessment(s), the Agency/District agrees that the County may offset the amount of any judgment paid by an indemnified party from the monies collected by the County of Agency/District behalf, including property taxes, special taxes, fees or assessments.

Agency/District: CITY OF OROVILLE

By: _____
Linda L. Dahlmeier, Mayor

Consolidated Landscape and Lighting Maintenance Assessment District

(See next page for listing of Zones to be assessed for FY 2015/2016)

Listing of Agency/District's 2015/2016 Special Taxes, Fees and/or Assessments:

Consolidated LLMAD, Zone 2 – The Buttes
Consolidated LLMAD, Zone 3 – Deer Creek Estates
Consolidated LLMAD, Zone 5 – Cherokee Estates, Phase 1
Consolidated LLMAD, Zone 6 – Sherwood Estates, Units 1 and 2
Consolidated LLMAD, Zone 7 – Grayhawk
Consolidated LLMAD, Zone 8 – Cherokee Estates, Phase 2
Consolidated LLMAD, Zone 9 – Linkside Estates
Consolidated LLMAD, Zone 10 – Foothill Estates
Consolidated LLMAD, Zone 11 – Mission Olive Ranch
Consolidated LLMAD, Zone 12 – Vista Del Oro
Consolidated LLMAD, Zone 15 – Jake Richter Estates

The other Zones within this District are not being assessed for FY 2015/2016.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

**RE: ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED
LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT
DISTRICT, ZONES 1, 4, 13 and 16**

DATE: AUGUST 18, 2015

SUMMARY

The Council may conduct a public hearing to consider its intention to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District, Zones 1, 4, 13 and 16 for Fiscal Year 2015/2016.

DISCUSSION

As a condition of approval for each subdivision identified below, the developer was required to establish or annex into a landscape and lighting maintenance assessment district. Each subdivision represents a Zone within the larger district. Each Zone is financially responsible for the maintenance of the landscaped areas dedicated to the City and for the cost of maintaining the City owned street lights within the subdivision. The particular Zones within the City's Consolidated Landscape and Lighting Maintenance Assessment District ("CLLMAD") are identified below:

ZONE NUMBER AND NAME
Zone 1 – Grandview Estates
Zone 4 – Calle Vista Estates, Unit 1
Zone 13 – Calle Vista Estates, Unit 2
Zone 16 – Acacia Estates

Pursuant to the Landscape and Lighting Act of 1972, which authorizes the formation and annual assessment of such districts, an Annual Assessment Report was prepared and filed with the City Clerk prior to the July 29, 2014 City Council meeting. The purpose of the report is to document the annual costs involved in the operation, maintenance and servicing of all improvements, adjust the annual assessments, to incorporate any surplus or deficit from the previous year and to determine the actual annual assessment for each assessable parcel within the CLLMAD.

CG-13

The City Council will consider the following items for the CLLMAD, Zones 1, 4, 13 and 16:

1. Open and conduct a public hearing to receive public comment regarding the CLLMAD and/or the assessments for Fiscal Year 2015/2016.
2. After any public comment, close the public hearing and consider approval of the Resolution Ordering the Levy and Collection of Assessments.

FISCAL IMPACT

Assessments are collected for the City of Oroville by the Butte County Tax Collector to reimburse the City for the costs of operating, maintaining and servicing the landscape and lighting improvements within the CLLMAD.

RECOMMENDATION(S)

1. Adopt Resolution No. 8415 - A RESOLUTION OF THE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO APPROVE THE ANNUAL ASSESSMENT REPORT, AS SUBMITTED OR AMENDED, AND TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT ZONES 1, 4, 13 and 16 FOR FISCAL YEAR 2015/2016
2. Authorize the Mayor to sign the Proposition 218 Certificate for inclusion on the 2015/2016 Butte County Tax Roll.

ATTACHMENT(S)

CLLMAD Assessment Summary, Zones 1, 4, 13 and 16
Resolution No. 8415
Proposition 218 Certification of Tax Bill Levy

Note: In order to reduce copying costs, only the Assessment Summary of the Annual Assessment Report is attached to this staff report. The complete Annual Assessment Report for the CLLMAD is available for review in the City Clerk's office.

**CITY OF OROVILLE
RESOLUTION NO. 8415**

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO APPROVE THE ANNUAL ASSESSMENT REPORT, AS SUBMITTED OR AMENDED, AND TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT ZONES 1, 4, 13 AND 16 FOR FISCAL YEAR 2015/2016

WHEREAS, the Oroville City Council, pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the 1972 Act"), Division 15, Part 2, Chapter 1, Article 1 of the Streets and Highways Code of the State of California (commencing with Section 22500) did by previous Resolutions, initiate proceedings and approve the Annual Assessment Report (the "Report"), on a preliminary basis, for the special maintenance district known and designated as "The Oroville Consolidated Landscape and Lighting Maintenance Assessment District" (the "District"). The District is comprised of several Zones which are identified below:

ZONE NUMBER AND NAME
Zone 1 – Grandview Estates
Zone 4 – Calle Vista Estates, Unit 1
Zone 13 – Calle Vista Estates, Unit 2
Zone 16 – Feather River Bluffs

WHEREAS, the engineer selected by the City Council has prepared and filed with the City Clerk, the Report in connection with the proposed levy and collection of assessments upon eligible parcels of land within each Zone. The Report has been prepared based on the estimated costs to operate, maintain and service the improvements located within particular Zones of the District; and,

WHEREAS, the City Council has carefully examined and reviewed the Report and is satisfied with each of the items and documents as presented therein, and finds that the assessments have been spread to the eligible parcels within each Zone in accordance with the special benefit received from said improvements; and,

WHEREAS, the assessments are not based on the assessed value of the properties within the Zones but are based on the special benefit conferred upon said eligible parcels from the improvements, and the maintenance and operation thereof; and,

WHEREAS, the assessments are in compliance with all laws pertaining to the levy and collection of assessments, including Proposition 218; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. Following notice duly given, the City Council has held a full and fair public hearing regarding the Report and the levy and collection of assessments within the District. The City Council received and considered all written and oral statements, including any and all protests or other communications made or filed by any interested persons.
2. Based upon its review (and any applicable amendments) of the Report, a copy of which has been filed with the City Clerk, the City Council hereby finds and determines that:
 - a. The assessable properties within the Zones will receive special benefit from the operation, maintenance and servicing of the landscape and lighting improvements.
 - b. The Zones include all properties receiving such special benefit.
 - c. The net amount to be assessed upon the properties is based on the historical and estimated costs to provide said maintenance and servicing and is apportioned by a formula that fairly distributes the net amount among all assessable parcels in proportion to the estimated special benefit received from the improvements and services.
3. The Report and assessments, as presented and which are on file with the office of the City Clerk, are hereby confirmed as filed.
4. The City Council hereby orders the maintenance and servicing of the improvements to be made in accordance with the Report and the 1972 Act.
5. The maintenance, operation and servicing of the landscape and lighting improvements shall be performed pursuant to the 1972 Act and the County Auditor of Butte County shall enter onto the County Tax Roll, opposite each assessable parcel of land, the assessment amount and such assessments shall be collected at the same time and in the same manner as the County taxes are collected. After collection of the assessments by the County, the net amount of said assessments shall be paid to the City Treasurer.
6. The City Treasurer shall deposit all money representing assessments collected by the County to the credit of a fund especially for the District. Such money shall be expended only for the maintenance, operations and servicing of the landscape and lighting improvements located within the District boundaries.
7. The adoption of this Resolution constitutes the levy of assessments within the Zones for the fiscal year beginning July 1, 2015 and ending June 30, 2016.
8. The City Clerk is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution.
9. A certified copy of this Resolution shall be filed in the office of the City Clerk and shall remain open for public inspection.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on August 18, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott Huber, City Attorney

Donald Rust, Acting City Clerk

CLLMAD 2015/2016 ASSESSMENT SUMMARY

Zone Name	Total Assessable Units	Total Assessable Costs	Maximum Assessment Rate per Unit	Proposed Assessment Rate per Unit
Zone 1 – Grandview Estates	21	\$1,785.42	\$238.10	\$85.02
Zone 4 – Calle Vista Estates, Phase 1	70	\$0.00	\$76.11	\$0.00
Zone 13 – Calle Vista Estates, Unit 2	44	\$534.16	\$259.66	\$12.14
Zone 16 – Feather River Bluffs	0	\$0.00	\$47.31	\$0.00
TOTALS:	135	\$2,391.58		

PROPOSITION 218 CERTIFICATION - CLLMAD

CERTIFICATION OF TAX BILL LEVY

The Agency/District hereby certifies that the special tax(es), fee(s) and assessment(s) listed below that are to be placed on the 2015/2016 Secured Property Tax bill by the Agency/District meet the requirements of Proposition 218 that added Articles XIII C and XIII D to the State Constitution.

Article XIII C. Sec. 2 (c) "Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b)."

Article XIII D. Sec. 5 "...this article shall become effective the day after the election unless otherwise provided. Beginning July 1, 1997, all fees or charges shall comply with this section."

The Agency/District agrees to defend, indemnify and hold harmless the County of Butte, the Board of Supervisors, the Auditor-Controller, the Tax Collector, its officers and employees, from litigation over whether the requirements of Proposition 218 were met with respect to such levy (levies).

If any judgment is entered against any indemnified party as a result of not meeting the requirements of Proposition 218 for such special tax(es), fee(s) or assessment(s), the Agency/District agrees that the County may offset the amount of any judgment paid by an indemnified party from the monies collected by the County of Agency/District behalf, including property taxes, special taxes, fees or assessments.

Agency/District: CITY OF OROVILLE

By: _____
Linda L. Dahlmeier, Mayor

Consolidated Landscape and Lighting Maintenance Assessment District

(See next page for listing of Zones to be assessed for FY 2014/2015)

Listing of Agency/District's 2015/2016 Special Taxes, Fees and/or Assessments:

Consolidated LLMAD, Zone 1 – Grandview Estates

Consolidated LLMAD, Zone 13 – Calle Vista Estates, Unit 2

The other Zones within this District are not being assessed for FY 2015/2016.

OROVILLE CITY COUNCIL
STAFF REPORT

TO: MAYOR AND COUNCIL MEMBERS

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

RE: ZC 15-01: SIGN CODE AMENDMENT -- REQUIREMENTS FOR THE
DOWNTOWN HISTORIC OVERLAY AND HISTORIC PRESERVATION
DISTRICTS (1st Reading)

DATE: AUGUST 18, 2015

SUMMARY

The Council may consider conducting a public hearing to consider amending Section 26-19.150 of the Oroville Municipal Code relating to the City's sign regulations in the Downtown Historic Overlay / Historic Preservation District.

BACKGROUND

It has been brought to the attention of the City that members of the community are collaborating with the owner of the property at 1474 Myers Street, located at the northwest corner of Robinson Street and Myers Street in the historic downtown, to restore the "City of Paris" sign and its neon lights. As currently written, the City of Oroville Municipal Code (OMC) Section 26-19.150, prohibits internally illuminated signs in the Downtown Historic Overlay (DH-O) district and is silent on the use of neon lights.

At the May 27, 2015 Planning Commission meeting, Mr. Alan Young spoke to the Planning Commission requesting the current sign code be amended to allow neon lights and internal illumination of historic signs in the DH-O. Mr. Young also commented that the current operator of the Oroville Inn has discovered a photo of the original building signage and is considering reproducing the sign for the Oroville Inn which could include internal illumination and/or neon lights. On June 22, 2015, the Planning Commission adopted Resolution No. P2015-07, a resolution of intention recommending the City Council adopt the proposed sign code amendments as specified in the ordinance (**Attachment D**) and as shown below.

DISCUSSION

The current requirements for the installation of signs in the DH-O are shown below, with proposed deletions shown in a ~~strikethrough~~ format and proposed additions shown in an underlined format.

COMMUNITY DEVELOPMENT

1

08.18.2015

CC-14

26-19.150 Requirements for Downtown Historic Overlay (DH-O) / Historic Preservation Districts

- A. **Development Review.** In any case where a sign permit is required in a DH-O the Historic Preservation district within the DH-O, development review of the sign shall also be required.
- B. **~~Types of Signs.~~** ~~Freestanding signs and monument signs shall be prohibited in DH-O districts.~~
- C. **Lighting.** Internally illuminated and neon lighted signs shall ~~be prohibited~~ require the approval of the Historic Advisory Commission in the DH-O districts. Any sign reviewed by the Historic Advisory Commission shall not require development review. Externally illuminated signs shall be allowed, subject to the requirements found in Section 26-19.060(F) (Location, Placement, and Design of Signs, Lighting).
- D. **Exemption for Historic Signs.** Any sign that is a contributing feature of a DH-O district, as determined by the Historic Advisory Commission, and that does not advertise a business that is currently in operation, ~~shall not require a sign permit.~~ ~~In addition, any such sign shall not be counted towards the allowable sign area or number of signs for a building or use.~~

ENVIRONMENTAL REVIEW

This action has been determined to be exempt from the California Environmental Quality Act review pursuant to the California Code of Regulations, Title 14, §15061(b)(3), commonly known as the General Rule. The General Rule exemption applies in circumstances where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. It has determined that there is no possibility that the proposed Zoning Code amendment will have a significant effect on the environment. Thus, this action is exempt from CEQA.

FISCAL IMPACT

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 (City of Oroville) to file the Notice of Exemption with Butte County within five working days of approval of this project:

Account No. 001-7010-1600 (Planning)

RECOMMENDATION

Waive the first reading and introduce by title only, Ordinance No. 1809 – AN ORDINANCE OF THE OROVILLE CITY COUNCIL ADOPTING THE PROPOSED AMENDMENTS TO THE OROVILLE MUNICIPAL CODE SECTION 26-19.150 RELATING TO THE CITY'S SIGN REGULATIONS IN THE DOWNTOWN HISTORIC OVERLAY / HISTORIC PRESERVATION DISTRICT.

ATTACHMENTS

- A – Downtown Historic Overlay Map
- B – Notice of Exemption
- C – Ordinance No. 1809
- D – Planning Commission Resolution No. P2015-07
- E – Newspaper Notice

EXHIBIT - A

Figure 26-42.040-1: "Historic Preservation District" and Downtown Historic Overlay (DH-O)

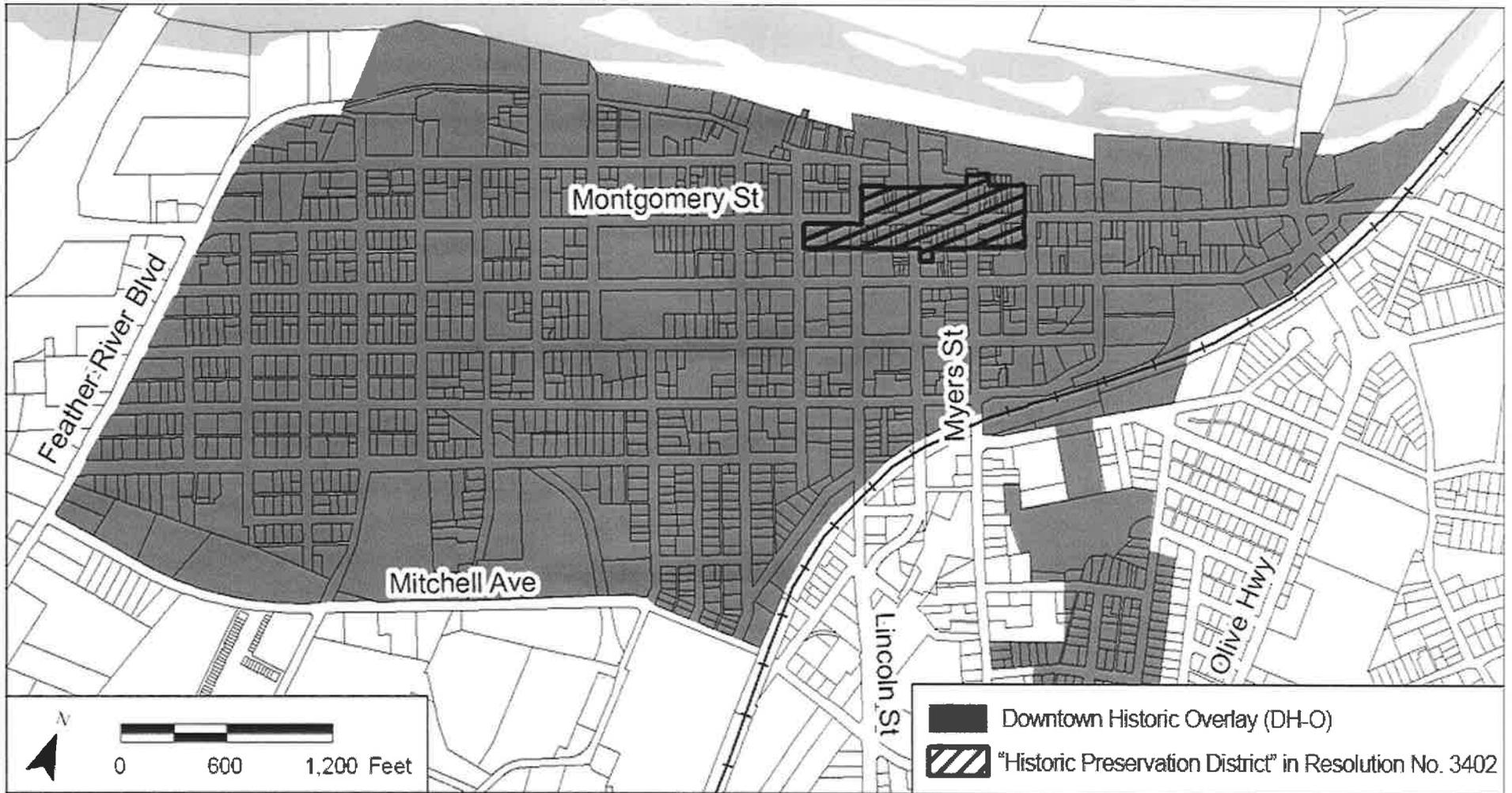




EXHIBIT - B

City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

Donald Rust
DIRECTOR

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2430 FAX (530) 538-2426
www.cityoforoville.org

NOTICE OF EXEMPTION

TO: Butte County Clerk
25 County Center Drive
Oroville CA, 95965

FROM: City of Oroville
1735 Montgomery Street
Oroville, CA, 95965

Project Title: ZC 15-01: Sign Code Amendments

Project Location – Specific: Downtown Historic Overlay / Historic Preservation District

Project Location – City: City of Oroville

Project Location – County: Butte

Description of Nature, Purpose, and beneficiaries of project: It has been brought to the attention of the City that members of the community are looking to restore and reproduce signs in the historic downtown which will include internal illumination of the signs with neon lights. As currently written, the City of Oroville Municipal Code (OMC) Section 26-19.150 prohibits internally illuminated signs in the Downtown Historic Overlay (DH-O) district and is silent on the use of neon lights. At the May 27, 2015 Planning Commission meeting, the Planning Commission directed staff to return with an amendment to the sign code for the lighting of historic signs in the DH-O district.

Name of Public Agency Approving Project: City of Oroville

Name of Person or Agency Carrying out Project: City of Oroville – Community Development Department

Exempt Status (Check One):

- Ministerial (Sec. 21080(b)(1); 15268)
 Declared Emergency (Sec. 21080(b)(3); 15269(a))
 Emergency Project (Sec. 21080(b)(4); 15269(b)(c))
 Categorical Exemption: State type & section number:
• General Rule Exemption; Title 14, CCR, §15061(b)(3)
 Statutory Exemption: State code number:

Reasons why project is exempt: This action has been determined to be exempt from the California Environmental Quality Act review pursuant to the California Code of Regulations, Title 14, §15061(b)(3), commonly known as the General Rule. The General Rule exemption applies where if it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. It has determined that there is no possibility that the proposed Zoning Code amendment will have a significant effect on the environment. Thus, this action is exempt from CEQA.

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? Yes No

Lead Agency Contact Person: Luis A. Topete

Telephone: (530) 538-2408

Signature: _____

Date: _____

- Signed by Lead Agency
 Signed by Applicant

EXHIBIT - C

CITY OF OROVILLE ORDINANCE NO. 1809

AN ORDINANCE OF THE OROVILLE CITY COUNCIL ADOPTING THE PROPOSED AMENDMENTS TO THE OROVILLE MUNICIPAL CODE SECTION 26-19.150 RELATING TO THE CITY'S SIGN REGULATIONS IN THE DOWNTOWN HISTORIC OVERLAY / HISTORIC PRESERVATION DISTRICT

WHEREAS, pursuant to Section 26-56.090(A) of the Oroville Municipal Code, whenever the public health, safety and welfare warrant it, the City Council may by ordinance amend, supplement or change the regulations that this chapter establishes for the zoning of property, provided that the Zoning Code shall be consistent with the General Plan;

WHEREAS, pursuant to Section 26-56.090(B) of the Oroville Municipal Code, an amendment to the Zoning Code may be initiated by a resolution of intention by the Planning Commission; and

WHEREAS, on June 22, 2015, the Planning Commission adopted Resolution No. P2015-07, a resolution of intention recommending the City Council adopt the proposed sign code amendments as specified in this ordinance; and

WHEREAS, at a duly noticed public hearing, the City Council considered the comments and concerns of public agencies, property owners, and members of the public who are potentially affected by the approval of the Zoning Code amendment described herein, and also considered City staff's report regarding the project.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF OROVILLE DO ORDAIN AS FOLLOWS:

1. The proposed code amendments, with all deletions shown in a ~~strikethrough~~ format and all additions shown in an underlined format, are as follows:

26-19.150 Requirements for Downtown Historic Overlay (DH-O) / Historic Preservation Districts

- A. **Development Review.** In any case where a sign permit is required in a ~~DH-O~~ the Historic Preservation district within the DH-O, development review of the sign shall also be required.
- B. ~~Types of Signs.~~ ~~Freestanding signs and monument signs shall be prohibited in DH-O districts.~~

C. **Lighting.** Internally illuminated and neon lighted signs shall be ~~prohibited~~ require the approval of the Historic Advisory Commission in the DH-O districts. Any sign reviewed by the Historic Advisory Commission shall not require development review. Externally illuminated signs shall be allowed, subject to the requirements found in Section 26-19.060(F) (Location, Placement, and Design of Signs, Lighting).

D. **Exemption for Historic Signs.** Any sign that is a contributing feature of a DH-O district, as determined by the Historic Advisory Commission, and that does not advertise a business that is currently in operation, ~~shall not require a sign permit. In addition, any such sign shall not be~~ counted towards the allowable sign area or number of signs for a building or use.

2. The City Council hereby finds this proposed Zoning Code amendment to be consistent with the City of Oroville 2030 General Plan.
3. This action has been determined to be exempt from the California Environmental Quality Act (CEQA) review under the General Rule Exemption; Title 14, CCR, §15061(b)(3).
4. The City Clerk shall attest to the adoption of this Ordinance.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on August 18, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald L. Rust, Acting City Clerk

Exhibit D

RESOLUTION NO. P2015-07

A RESOLUTION OF INTENTION BY THE OROVILLE PLANNING COMMISSION RECOMMENDING THE CITY COUNCIL ADOPT THE PROPOSED AMENDMENTS TO THE OROVILLE MUNICIPAL CODE SECTION 26-19.150 RELATING TO THE CITY'S SIGN REGULATIONS IN THE DOWNTOWN HISTORIC OVERLAY / HISTORIC PRESERVATION DISTRICT

WHEREAS, pursuant to Section 26-56.090(A) of the Oroville Municipal Code, whenever the public health, safety and welfare warrant it, the City Council may by ordinance amend, supplement or change the regulations that this chapter establishes for the zoning of property, provided that the Zoning Code shall be consistent with the General Plan;

WHEREAS, pursuant to Section 26-56.090(B) of the Oroville Municipal Code, an amendment to the Zoning Code may be initiated by a resolution of intention by the Planning Commission; and

WHEREAS, at a duly noticed public hearing, the Planning Commission considered the comments and concerns of public agencies, property owners, and members of the public who are potentially affected by the approval of the Zoning Code amendment described herein, and also considered City staff's report regarding the project.

NOW, THEREFORE, BE IT RESOLVED BY THE OROVILLE PLANNING COMMISSION as follows:

1. The proposed code amendments, with all deletions shown in a ~~strikethrough~~ format and all additions shown in an underlined format, are as follows:

26-19.150 Requirements for Downtown Historic Overlay (DH-O) / Historic Preservation Districts

- A. **Development Review.** In any case where a sign permit is required in a ~~DH-O~~ the Historic Preservation district within the DH-O, development review of the sign shall also be required.
- B. **~~Types of Signs.~~** ~~Freestanding signs and monument signs shall be prohibited in DH-O districts.~~
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D. Exemption for Historic Signs. Any sign that is a contributing feature of a DH-O district, as determined by the Historic Advisory Commission, and that does not advertise a business that is currently in operation, ~~shall not require a sign permit.~~ In addition, any such sign shall not be counted towards the allowable sign area or number of signs for a building or use.

2. The Planning Commission hereby finds this proposed Zoning Code amendment to be consistent with the City of Oroville 2030 General Plan.
3. This action has been determined to be exempt from the California Environmental Quality Act (CEQA) review under the General Rule Exemption; Title 14, CCR, §15061(b)(3).

I HEREBY CERTIFY that the foregoing resolution was duly introduced and passed at a regular meeting of the Planning Commission of the City of Oroville held on the 22nd of June, 2015 by the following vote:

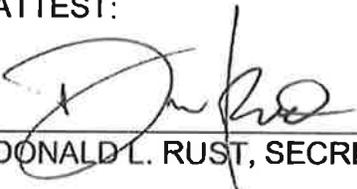
AYES: COMMISSIONERS BRITTON, BRAND, CHAPMAN, JENKINS, VICE
CHAIRPERSON DURLING, CHAIRPERSON ROBISON

NOES: NONE

ABSTAIN: NONE

ABSENT: COMMISSIONER VANG

ATTEST:



DONALD L. RUST, SECRETARY

APPROVE:



DAMON ROBISON, CHAIRPERSON

Exhibit E



City of Oroville

Donald Rust
DIRECTOR

COMMUNITY DEVELOPMENT DEPARTMENT

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2430 FAX (530) 538-2426
www.cityoforoville.org

NOTICE OF PUBLIC HEARING BEFORE THE CITY OF OROVILLE CITY COUNCIL

NOTICE IS HEREBY GIVEN that the Oroville City Council will hold a public hearing on the projects described below. Said hearing will be held at **6:00 p.m. on Tuesday, August 18, 2015** in the City Council Chambers, 1735 Montgomery Street, Oroville, CA. All interested persons are invited to attend or submit comments in writing.

1. **ZC 15-01: Sign Code Amendments** – The Oroville City Council will conduct a public hearing to review and consider amending Section 26-19.150 of the Oroville Municipal Code relating to the City's sign regulations in the Downtown Historic Overlay / Historic Preservation District.

Additional information regarding the projects described in this notice can be obtained from the Oroville Community Development Department at 1735 Montgomery Street, Oroville, CA. Anyone desiring to submit information, opinions or objections is requested to submit them in writing to the Community Development Department prior to the hearing. In accordance with Government Code Section 65009, if you challenge an action on these projects in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public meetings.

Posted/Published: **Saturday, August 8, 2015**

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT;
RICK FARLEY, ENTERPRISE ZONE AND BUSINESS ASSISTANCE
COORDINATOR**

RE: 16th ANNUAL ECONOMIC FORECAST CONFERENCE SPONSORSHIP

DATE: AUGUST 18, 2015

SUMMARY

The Council may consider sponsoring the 16th Annual Economic Forecast Conference.

DISCUSSION

The City of Oroville has participated in the CSU Chico Center for Economic Development's Annual Economic Forecast Conference for many years, and as a sponsor since 2008. Prior to last year's Conference, the City had been a Silver level sponsor (\$5,000) through the Enterprise Zone (EZ) budget that was funded by the Redevelopment Agency (RDA). Two years ago the state of California eliminated both the RDA and the EZ which eliminated the funding sources. Last year the City and RMDZ did a \$5,000 sponsorship funded \$1,000 from the Oroville RMDZ Zone Incentive Funds and \$4,000 from the City. CalRecycle is not providing funding to the Oroville RMDZ at this time. Funding from the City and Oroville businesses is critical to keeping the conference in Oroville. The conference was held in Chico prior to it coming to Oroville three years ago. If support for the conference is not provided, it will very likely be moved back to Chico and Oroville will not have this great opportunity to get these 500 business and government leaders to Oroville.

The 16th annual Economic Forecast Conference will provide an in-depth and candid look at actionable, relevant economic trends. This year's conference will look at a variety of regional economic drivers, emphasizing opportunities for growth, development and prosperity.

The key advantages of the City of Oroville "Silver" level conference sponsor are:

- The opportunity to be a key player in one of the region's "must-attend" business events
- Recognized support of the excellent line up of professional speakers

- Recognition in the conference marketing materials and literature
- **Over 500 attendees** – bankers, government officials, business people, influential community leaders coming to Oroville
- 10,000 postcards and flyers distributed to individuals and businesses throughout the north state region
- Media and newspaper coverage
- Supporting economic development efforts

In addition, the City of Oroville will be:

- Listed in the conference program
- Introduced at the conference and thanked for the support
- The City of Oroville name and logo will be posted on the Web site and linked to our City web site
- The City of Oroville marketing materials will be inserted into the attendance packets
- The City of Oroville banner will be displayed at the conference

The City will receive six complimentary tickets and additional tickets may be available at a discounted price. The registration fee includes breakfast and lunch and attendance at the breakout sessions.

FISCAL IMPACT

The \$5,000 for Silver level sponsorship is available in Account No. 001-7000-1450 (Community Economic Enhancement Budget). The 2015/2016 Fiscal Year budget in this account is \$27,852.

RECOMMENDATION

Approve the \$5,000 “Silver” level sponsorship in support of the 16th Annual Economic Forecast Conference, to be held January 14, 2015, at the Gold Country Event Center.

ATTACHMENT(S)

16th Annual Economic Forecast Conference Sponsorship Opportunities Flyer and Agreement.

CENTER FOR
ECONOMIC
DEVELOPMENT

16TH
ANNUAL



ECONOMIC FORECAST CONFERENCE

OPPORTUNITIES FOR GROWTH,
OPPORTUNITIES TO INVEST
SPONSORSHIP OPPORTUNITIES

January 14, 2016

Gold Country Event Center, Oroville, CA

PARTICIPATE in Northern California's most important business event, featuring a tradeshow of local businesses and organizations, expert speakers, and invaluable networking opportunities.

This annual conference provides insight and knowledge about economic trends in the North State. Be the recognized support of a lineup of dynamic speakers, relevant and thematic breakout sessions and regional economic development efforts.

SPONSORSHIP OPPORTUNITIES

<p> PLATINUM \$10,000</p> <p>Full page color advertisement in 500+ conference Scorecard reports</p> <p>2 complimentary conference tables and one exhibit location</p> <p>Marketing materials in conference folder</p> <p>Company banner displayed at conference</p> <p>4 networking dinner invitations</p> <p>6 complimentary conference tickets</p> <p>Acknowledgement on conference materials and signage on luncheon tables</p>	<p> GOLD \$6,500</p> <p>1 complimentary conference table and one exhibit location</p> <p>Marketing materials in conference folder</p> <p>Company banner displayed at conference</p> <p>3 networking dinner invitations</p> <p>Acknowledgement on conference materials and signage on luncheon tables</p> <p>6 complimentary conference tickets</p>	<p> SILVER \$5,000</p> <p>Marketing materials in conference folder</p> <p>Company banner displayed at conference</p> <p>2 networking dinner invitations</p> <p>One exhibit location</p> <p>Acknowledgement on conference materials and signage on luncheon tables</p> <p>6 complimentary conference tickets</p>	<p> BRONZE \$1,000</p> <p>1 networking dinner invitation</p> <p>One exhibit location</p> <p>Acknowledgement on conference materials and signage on luncheon tables</p> <p>2 complimentary conference tickets</p>	<p> COMMUNITY \$500</p> <p>One exhibit location</p> <p>Acknowledgement on conference materials and signage on luncheon tables</p> <p>1 complimentary conference ticket</p>
<p> CONTRIBUTOR \$250</p> <p>Acknowledgement on conference materials and signage on luncheon tables</p>				
<p> BREAKOUT \$2,500</p> <p>Host one of the breakout sessions, with signage & name display. Contact for additional information.</p>				

For questions, customized sponsor packages, or more information: contact Russell Moeai (530) 898-4598 or rmoeai@csuchico.edu



2016 ECONOMIC FORECAST CONFERENCE SPONSORSHIP AGREEMENT



HOST ONE OF THE FOLLOWING SPECIALTY SPONSORSHIP OPPORTUNITIES.

Perks include name display and signage. Contact for more details.



LUNCH \$6,500



LUNCH SPEAKER \$5,000



COFFEE STATION \$4,000



SCORECARD \$6,000



BREAKFAST \$4,500



KEYNOTE SPEAKER \$4,000

SPONSOR CONTACT INFORMATION: (please fill in the following information)

Organization: _____
 Contact: _____ Title: _____
 Address: _____
 Phone: _____ Fax: _____
 Email: _____
 Signature: _____

SPONSORSHIP LEVEL: (please circle one)



PLATINUM \$10,000



BRONZE \$1,000



LUNCH \$6,500



BREAKFAST \$4,500



GOLD \$6,500



COMMUNITY \$500



SCORECARD \$6,000



COFFEE STATION \$4,000



SILVER \$5,000



CONTRIBUTOR \$250



LUNCH SPEAKER \$5,000



KEYNOTE \$4,000



BREAKOUT \$2,500

For customized sponsorship opportunities, please contact Russell Moeai (530) 898-4598 or rmoeai@csuchico.edu

MAKE CHECKS PAYABLE TO: CSU, Chico Research Foundation

MAIL CHECKS TO: Center for Economic Development - CSU, Chico
 Chico, California 95929-0765

PAY BY CREDIT CARD: American Express Visa MasterCard Discover Other

CARD #: _____

EXP. DATE: _____



**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

RE: PROJECT CONTRACT WITH R&R HORN, INC.

DATE: AUGUST 18, 2015

SUMMARY

The Council may consider a Project Contract with the lowest responsible bidder, R&R Horn, Inc., in the amount of \$1,540,821 for the Table Mountain Boulevard Roundabout Project (Project).

BACKGROUND

In July 2010, the City received a Congestion Mitigation Air Quality (CMAQ) Grant from Caltrans for the design, right of way acquisition and construction of a modern roundabout at the intersection of Table Mountain Boulevard, Nelson Avenue and Cherokee Road. The preparation of plans and specifications for the Project were completed in June 2015 and a federal construction funding authorization was received on June 25, 2015.

Staff advertised the Project for Bid on July 9th and 16th, 2015, and held a mandatory pre-bid meeting on July 22, 2015, with a bid due date of August 7, 2015. Four bids were received by the bid closing date, with the bid results summarized on the following page. The low bidder for the Project is R&R Horn, Inc., Chico, CA, with a base bid price of \$1,515,571, and \$25,250 for alternative bid items A-1 through A-3, for a total project construction cost of \$1,540,821. Staff has reviewed the unit prices in the bid schedule and determined that the bid prices are reasonable and competitive.

There are two areas of construction that are considered non-participating in terms of eligibility for grant reimbursement:

1. The \$160,000 cost (Bid Item 37) for the replacement of the water mains beneath the intersection owned by the Thermalito Water and Sewer District (TWSD) cannot be reimbursed to the City through the CMAQ grant. The water main replacement cost will be initially paid for by the City, with the City to be reimbursed by TWSD pursuant to a previously executed agreement.

CC-16

BID SUMMARY					
TABLE MOUNTAIN BOULEVARD ROUNDABOUT PROJECT					
Bidder Name	Base Bid (Bid Items 1 – 45)	ALT A-1 Truck Apron – Colored Concrete	ALT A-2 Hand Sprinkled Aggregate	ALT A-3 Solar Powered Radar Speed Signs	Total Bid
R&R Horn, Inc	\$1,515,571	\$2,700	\$5,000	\$17,550	\$1,540,821
Franklin Construction	\$1,573,294	\$2,700	\$5,000	\$16,000	\$1,596,994
Baldwin Contracting Company	\$2,139,573	\$2,600	\$4,800	\$13,200	\$2,160,173

SUMMARY OF PROJECT COSTS

Total Project Construction Low Bid =	\$1,540,821
+ Materials Testing (\$21,704 – Separate Agreement with Holdrege & Kuhl) =	\$1,562,525 (Total Project Cost)
- Water Main Replacement (\$160,000 Reimbursed to City from TWSD) =	\$1,402,525
- Sewer Main Replacement (\$154,325 Paid for by Sewer Fund) =	\$1,248,200 (Grant Participating Cost)
Total Construction Grant Funds Available =	\$1,205,123
Grant Funding Shortage =	\$43,077
<u>Grant Funding Shortage with 10% Construction Contingency of \$124,820</u>	<u>\$167,897</u>

Note: The materials testing Agreement with Holdrege & Kuhl (H&K) is for a total price of \$23,704, which includes materials testing services for both the Table Mountain Boulevard Roundabout and the Oro Dam Boulevard Traffic Signals Projects. The portion of the H&K materials testing costs for the roundabout is estimated at \$21,704, and the portion for the traffic signals is estimated at \$2,000.

2. The \$154,325 cost (Bid Items 42 – 45) to replace and upsize the sewer mains beneath the intersection, as called out in the City's Sanitary Sewer Master Plan, will be paid for using sewer funds.

Excluding the water and sewer main replacement costs, and adding required materials testing at a cost of \$21,704 (see separate staff report for Agreement with Holdrege & Kuhl) the amount of construction costs that are grant participating is \$1,248,200. With the current grant funding limit of \$1,205,123, there is a grant funding shortage of \$43,077. The addition of a 10% construction contingency (participating costs only) of \$124,820 brings the total grant funding shortage to \$167,897.

Staff has discussed the CMAQ grant funding shortage with the Butte County Association of Governments (BCAG). BCAG is responsible for the distribution and allocation of available CMAQ funds throughout Butte County. BCAG has indicated to staff that an additional \$170,000 in supplemental CMAQ roundabout funding will be provided to the City for the project. With the programming of an addition \$170,000 in CMAQ funding, the roundabout project would be fully funded with a 10% construction contingency on the grant participating construction items. An email confirmation of the CMAQ funding arrangement from BCAG is attached to this staff report.

Staff's funding recommendations for this project are as follows:

- Award a construction contract for the Project to R&R Horn, Inc. in the amount of \$1,540,821.
- Authorize a 10% contract contingency for grant participating items only of \$124,820 to only be used for unanticipated and legitimate change orders.

FISCAL IMPACT

All of the project construction costs, including the \$21,704 for material testing to be performed by Holdrege & Kull, are 100% reimbursable through the CMAQ grant.

ENVIRONMENTAL REVIEW

An Initial Study and Mitigated Negative Declaration was prepared for the Project in April 2013, which was circulated for public review between April 15, 2013 and May 15, 2013. The only comment received during the 30-day public review period was from the Central Valley Regional Water Quality Control Board regarding compliance with the State Stormwater Pollution Prevention Plan (SWPPP) regarding construction activities. The Project will be constructed under a SWPPP to be prepared by the Project contractor.

Regarding compliance with the National Environmental Protection Act (NEPA), Caltrans issued a Categorical Exclusion determination for the project on April 10, 2015.

RECOMMENDATIONS

1. Adopt Resolution No. 8416 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROJECT CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER, R&R HORN, INC, IN THE AMOUNT OF \$1,540,821, FOR THE TABLE MOUNTAIN BOULEVARD ROUNDABOUT PROJECT – (Agreement No. 3142).
2. Authorize a 10% contract contingency for grant participating items only of \$124,820.

ATTACHMENTS

Resolution No. 8416
Agreement No. 3142

**CITY OF OROVILLE
RESOLUTION NO. 8416**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROJECT CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER, R&R HORN, INC., IN THE AMOUNT OF \$1,540,821, FOR THE TABLE MOUNTAIN BOULEVARD ROUNDABOUT PROJECT

(Agreement No. 3142)

WHEREAS, the City of Oroville has received formal bids for the Table Mountain Boulevard Roundabout Project (Project); and

WHEREAS, R&R Horn, Inc. was the lowest responsive bidder for the Project.

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

1. R&R Horn, Inc. is awarded the contract for the Project in the amount of \$1,540,821.
2. The Mayor is hereby authorized and directed to execute an Agreement with R&R Horn, Inc. for the Project. A copy of the Agreement is attached to this Resolution.
3. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on August 18, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

PROJECT CONTRACT

THIS PROJECT CONTRACT (the "contract" or "Contract"), is made and entered into this 18th day of August, 2015, by and between City of Oroville (referred to herein as the "Owner" or the "City") and R&R Horn, Inc. (the "Contractor").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. THE CONTRACT DOCUMENTS.

The complete contract is comprised of and may or may not include: Invitation for Bids; Information for Bidders; Bid Schedule; Proposal Form; Bidder's Bond; Contract; General Conditions; Special Provisions; Technical Provisions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Orders; Supplemental Drawings Issued; Drawings; Specifications and Contract Documents; All addenda or bulletins issued during the time of bidding or forming a part of the documents loaned to the bidder for preparation of the bid; The complete plans and provisions, regulations, ordinances, codes, and laws incorporated therein or herein by reference or otherwise applicable to the Project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are hereinafter referred to collectively as the Contract Documents.

2. THE WORK.

Contractor agrees to furnish all tools, apparatus, facilities, equipment, labor and materials (except that specifically mentioned as being furnished by others) necessary to perform and complete the work in a "good and workmanlike manner" as called for, and in the manner designated in, and in strict conformity with the Plans, Detail Specifications, and other Contract Documents which are identified by the signatures of the parties to this Contract and are, collectively, entitled:

PLANS AND SPECIFICATIONS TABLE MOUNTAIN BOULEVARD ROUNDABOUT PROJECT

3. CONTRACT PRICE.

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the following compensation: \$1,540,821. In no event shall Consultant's compensation exceed the amount of \$1,540,821 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment

For the purpose of fixing the amount of bonds referred to in the Instructions to Bidders, it is estimated by both Parties that the total contract price shall be based on the Contractor's Base Bid amount.

4. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting the true value of any work done or any work omitted, or of any extra work which the Contractor may be required to do, or respecting the size of any payment to the Contractor during the performance of this Contract, the dispute shall be informally mediated between the parties. Following such mediation, either party may file an

action exclusively in the Butte County Superior Court or in the United States District Court, Eastern District of California. Under no condition shall there be a cessation of work by the Contractor during any such dispute. This article does not exclude recovery of damages by either party for delays.

5. PAYMENT.

Not later than the 20th day of each calendar month, the Contractor shall make a partial payment request to the City on the basis of an estimate approved by the Engineer of the work performed since the last partial payment request during the preceding month by the Contractor with five percent (5%) of the amount of each such estimate retained by the City, until completion of the Project and the recordation of a Notice of Completion of all work covered by this Contract. The City shall make any partial payments provided for in this contract to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor. The City shall pay the Contractor interest on the amount of any portion of a partial payment, excluding retention amounts, not made to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor at the legal rate set forth in California Code of Civil Procedure Section 685.010. Upon receipt of a partial payment request from the Contractor, the City shall review the partial payment request for the purpose of determining whether or not the partial payment request is a proper partial payment request. Any partial payment request determined by the City not to be a proper partial payment request suitable for payment shall be returned to the Contractor by the City within 14 days of the City's receipt of such partial payment request. A partial payment request returned to the Contractor by the City under the provisions of this section shall be accompanied by a written document setting forth the reason(s) why the partial payment request is not proper. The number of days for the City to make a certain partial payment provided for in this Contract, without incurring interest pursuant to this section, shall be reduced by the number of days by which the City exceeds the 14 day return period for such partial payment request, if determined to be improper, as set forth in this section. For the purposes of this section, a "partial payment" means all payments due to the Contractor under this contract, exclusive of that portion of the final payment designated as retention earnings. Also, for the purposes of this section, a partial payment request shall be considered properly executed by the City, if funds are available to pay the partial payment request and payment is not delayed due to an audit inquiry by the City's financial officer. The City will release Contractor's retention earnings within 45 days after recordation of Notice of Completion, as defined in California Civil Code Section 3093. Recordation of a Notice of Completion for the Project by the City shall constitute the City's acceptance of the Project work.

6. TIME FOR COMPLETION.

All work under this contract shall be completed within a period of 99 working days from the date of the Contractor's receipt of a Notice to Proceed from the City.

7. EXTENSION OF TIME.

If the Contractor is delayed by acts of negligence of the City, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts, fire, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City, or by any justifiable cause which the Engineer shall authorize, then the Contractor shall make out a written claim addressed to the City setting forth the reason for the delay and the extension of the time requested and forward a copy of the claim to the Engineer for approval. The Engineer will evaluate the claim and if the claim is justifiable, will request the City's approval. No such extension will be allowed unless written claim therefore has been made within 3 days after the delay became apparent.

If the Contractor fails or refuses to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of One Hundred Dollars (\$100.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

8. LABOR PROVISIONS.

The project is subject to State prevailing wages. The contractor and all subcontractors on the project shall complete electronic reporting of prevailing wage rate reports through the Department of Industrial Relations, with copies of such reports to be provided to the City.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS REQUIREMENTS.

As used in the following provision, the term "laborers" and "mechanics" include watchmen and guards.

a. Overtime Requirements. Neither the Contractor nor any subcontractor contracting for any part of the Project which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph a. above, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a. above.

c. Withholding for Unpaid Wages and Liquidated Damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b. above.

d. Working conditions. Neither the Contractor nor any subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

e. Subcontracts. The Contractor and any subcontractor shall insert in any subcontracts the clauses set forth in paragraphs a. through d. and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a. through d.

10. NONDISCRIMINATION.

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor

shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

11. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM PROVISIONS.

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Contractor receives from City. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

12. CIVIL RIGHTS.

The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision binds the Contractor from the bid solicitation period through the completion of the contract. This provision shall be inserted in all subcontracts, subleases and other agreements at all tiers.

13. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

14. SANCTIONS FOR NONCOMPLIANCE.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

15. INSPECTION OF RECORDS.

The Contractor shall maintain an acceptable cost accounting system. The City, the Federal Aviation Administration, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to this Contract or the Project for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for 3 years after the City makes final payment and all other pending matters are closed.

16. RIGHTS IN INVENTIONS.

All rights to inventions and materials, if any, generated under this contract are subject to regulations issued by the City. Information regarding these rights is available from the City.

17. BREACH OF CONTRACT TERMS.

Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the City under this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

18. TERMINATION OF CONTRACT BY CITY

a. The City may, by written notice, terminate this Contract in whole or in part at any time, either for the City's convenience or because of the Contractor's failure to fulfill its contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in process, delivered to the City.

b. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the Contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in the contract price shall be made as provided in the second paragraph of this clause.

e. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

19. INCORPORATION OF PROVISIONS.

The Contractor shall include the provisions of this contract in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations of directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

20. CONTRACTOR CLAIMS OF \$375,000 OR LESS.

Claims by the Contractor relating to the Project for (a) a time extension, (b) money or damages arising from work done by, or on behalf of, the Contractor on the Project for which payment is not expressly provided for or to which the Contractor is not otherwise entitled, or (c) an amount that is disputed by the City, with a value of \$375,000 or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and the incorporated documents, conditions and specifications.

21. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

a. No Federal appropriated funds shall be paid, by or on behalf of the Contractor or its subcontractors, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the amendment or modification of any Federal grant.

a. If any funds other than Federal appropriated funds have been paid or will be paid by the Contractor or its subcontractors to any person for influencing or attempting to influence an officer or employee of the City, any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

22. ASSIGNMENT OF CERTAIN RIGHTS TO THE CITY.

In entering into this Contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor and/or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

23. ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

IN WITNESS WHEREOF, two identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

AGENCY: City of Oroville (First Party)

By: _____
(Linda L. Dahlmeier)

Mayor
(Official Title)

CONTRACTOR: R&R Horn, Inc. (Second Party)

By: _____
(Authorized Representative)

(Official Title)

Attachment: Federal Special Provisions

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I. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:
http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid. **The City has established a DBE participation goal of 20% for this project.**

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts

documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

c. Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless it is performed or supplied by the listed DBE or an authorized substitute.

2. BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

3. BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsible bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. DIFFERING SITE CONDITIONS

a. Contractor's Notification

Promptly notify the Agency's Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
 - Contract documents
 - Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

b. Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 10 calendar days after the Notice to Proceed contract has been issued by the City of Oroville.

This work shall be diligently prosecuted to completion before the expiration of 95 WORKING DAYS beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the City of Oroville the sum of \$100 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold 5% retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS (Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract)

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR

27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in

all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects. Contractors shall comply with the federal wage rate requirements when preparing bids for this project. Federal wage rate determinations can be found at the following Internet web site address:

www.wdol.gov (Wage Determinations Online)

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting

officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	
	CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA	
	CA Santa Cruz	14.9
	7500 Santa Rosa	
CA Sonoma	9.1	
8720 Vallejo-Fairfield-Napa, CA		
CA Napa; CA Solano	17.1	
Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2	
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo	
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus	
	8120 Stockton, CA	24.3
	CA San Joaquin	
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1
	CA Fresno	
	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6

180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange	11.9	
	4480 Los Angeles-Long Beach, CA CA Los Angeles	28.3	
	6000 Oxnard-Simi Valley-Ventura, CA CA Ventura	21.5	
	6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino	19.0	
	7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara	19.7	
	Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	24.6	
	181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego	16.9
		Non-SMSA Counties CA Imperial	18.2

For each July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is _____.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of _____:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County's of _____ approval for this submitted information before you start work. The City/County of _____ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or

trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

14. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

RE: PROFESSIONAL SERVICES AGREEMENT WITH HOLDREGE & KULL

DATE: AUGUST 18, 2015

SUMMARY

The Council may consider a Professional Services Agreement (PSA) with the lowest responsible bidder, Holdrege & Kull, in the amount of \$23,704, for materials testing services for the Table Mountain Boulevard Roundabout and Oro Dam Boulevard Traffic Signals Projects.

BACKGROUND

The above referenced Projects require materials testing in general conformance with the City's Quality Assurance Plan (QAP) for Federally Funded Highway Projects. QAP materials testing is required on highway projects funded with federal grants. Staff developed a materials testing bid schedule and released a Request for Bids on June 11, 2015. Two bids were received by the bid closing date, with the bid results summarized as follows:

BID SUMMARY – QAP MATERIALS TESTING	
Bidder Name	Base Bid
Holdrege & Kull	\$23,704
Applied Testing Services	\$27,885
Youngdahl Consulting Group	No Bid
CGI	No Bid

The low bidder for the materials testing work is Holdrege & Kull, Chico, CA. Staff has reviewed the prices in the bid schedule and determined that the bid prices are reasonable and competitive.

Staff's funding recommendations for this project are as follows:

- Approve a PSA with Holdrege & Kull in the amount of \$23,704.

- Authorize a 5% contract contingency of \$1,185 to only be used for unanticipated and legitimate change orders.

FISCAL IMPACT

The cost for materials testing is fully reimbursable through the project grant for the Table Mountain Boulevard Roundabout Project. The small amount of materials testing required for the Oro Dam Boulevard Traffic Signals Project (approximately \$2,000) is subject to a 10% reimbursement match to be paid for using traffic impact fees:

Account No. 108-7000-7400 (Traffic Impact Fee Fund)

RECOMMENDATIONS

1. Adopt Resolution No. 8417 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HOLDREGE & KULL, IN THE AMOUNT OF \$23,704, FOR MATERIALS TESTING SERVICES FOR THE TABLE MOUNTAIN BOULEVARD ROUNDABOUT AND ORO DAM BOULEVARD TRAFFIC SIGNALS PROJECTS – (Agreement No. 3143).
2. Authorize a 5% contingency, not to exceed \$1,185.

ATTACHMENTS

Resolution No. 8417
Agreement No. 3143

**CITY OF OROVILLE
RESOLUTION NO. 8147**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HOLDREGE & KULL, IN THE AMOUNT OF \$23,704, FOR MATERIALS TESTING SERVICES FOR THE TABLE MOUNTAIN BOULEVARD ROUNDABOUT AND ORO DAM BOULEVARD TRAFFIC SIGNALS PROJECTS

(Agreement No. 3413)

WHEREAS, the City of Oroville has received formal bids for materials testing services for the Table Mountain Boulevard Roundabout and Oro Dam Boulevard Traffic Signals Projects (Projects); and

WHEREAS, Holdrege & Kull was the lowest responsive bidder for the Projects.

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

1. Holdrege & Kull is awarded the contract for the Project in the amount of \$23,704.
2. The Mayor is hereby authorized and directed to execute an Agreement with Holdrege & Kull for the Projects. A copy of the Agreement is attached to this Resolution.
3. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on August 18, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of August 18, 2015 by and between the **City of Oroville** ("City") and Holdrege and Kull ("Consultant").

RECITALS

- A. The Consultant is specially trained, experienced and competent to provide materials testing services relating to the Table Mountain Boulevard Roundabout Project Oro and the Dam Boulevard and orange Avenue Traffic Signal Projects Project (Projects) as required by this Agreement; and
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

- 1. Scope of Services. The Consultant shall furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit "A" which is attached hereto and incorporated herein by reference.
- 2. Time of Performance. The services of Consultant shall commence upon execution of this Agreement and shall continue until the Project is completed to the satisfaction of the City.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Bid Schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. For calls for inspection that require 3 hours or less per day of jobsite time, the City is willing to pay for 1 hour of travel time on top of the actual field hours spent on the jobsite. The City will not be compensating Consultant for travel time for daily assignments of 3 hours or more. **In no event shall Consultant's compensation exceed the amounts of \$23,704 without additional written authorization from the City.** Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not

reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.

6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.
8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be

prepared by Consultant under this Agreement (“Documents and Data”). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

9. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs relating to project for which Consultant’s services are

rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

10. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at

Consultant's address indicated for receipt of notices in this Agreement.

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

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

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

Political Reform Act because Consultant:

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

13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.

16. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
17. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached hereto.
18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: Rick Walls, Interim City Engineer
City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897

If to Consultant: Holdrege & Kull
8 Seville Court, Suite 100
Chico, CA 95928
Attn: Shane Cummings

19. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
20. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
21. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

22. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
23. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
24. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in Butte County Superior Court or the United States District Court, Eastern District of California.
25. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
28. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

CITY OF OROVILLE

By: _____
Linda L. Dahlmeier, Mayor

By: _____
Holdrege & Kull

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Donald Rust, Acting City Clerk

Attachments: Exhibit A – Materials Testing Bid Schedule
Exhibit B - Insurance Requirements

EXHIBIT A

BID SCHEDULE

QAP MATERIALS TESTING

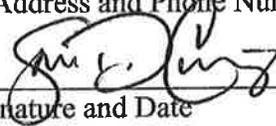
Table Mountain Boulevard (TMB) Roundabout and Oro Dam Boulevard and Orange Avenue Traffic Signals Projects

Bidder agrees to perform all of the work described in the contract documents and this bid form for the amounts shown in the "Bid Amount" column.

Holdrege & Kull Consulting Engineers & Geologists, 8 Seville Court, Suite 100, Chico, CA 95928, (530) 894-2487

Bidder's Company Name, Address and Phone Number

Shane D. Cummings, Operations Manager



June 25, 2015

Bidder's Title, Signature and Date

BID ITEM	ITEM DESCRIPTION	QTY	BID UNITS	UNIT PRICE	EXTENDED PRICE
1	Engineering Field Technician Straight Time	120	HR	\$ 105.00	\$ 12,600.00
2	Engineering Field Technician (Overtime/Weekend)	30	HR	\$ 135.00	\$ 4,050.00
3	Registered Engineer/Geologist	20	HR	\$ 150.00	\$ 3,000.00
4	D1557 – Compaction Curve	8	EA	\$ 205.00	\$ 1,640.00
5	CTM 202 – Sieve Analysis	6	EA	\$ 125.00	\$ 750.00
6	ASTM C39 – Concrete Compressive Strength	15	EA	\$ 38.00	\$ 570.00
7	CTM309 – Max Specific Gravity of Hot Mix Asphalt	2	EA	\$ 153.00	\$ 306.00
8	CTM308 – Bulk Density Hot Mix Asphalt	8	EA	\$ 36.00	\$ 288.00
9	CTM382 – Asphalt Binder Content (Ignition Method)	2	EA	\$ 150.00	\$ 300.00
10	Asphaltic Concrete Coring Machine	1	DAY	\$ 200.00	\$ 200.00
TOTAL BID					\$ 23,704.00

Notes to Bid Schedule:

1. The field labor rate for the engineering field technician includes the density testing of compacted aggregate base using a nuclear gauge. There shall be no direct hourly or daily rate for the use of the nuclear gauge. The cost for the nuclear gauge shall be included in the hourly rate for the engineering field technician.
2. The field labor rate for the engineering field technician includes the collection of concrete test specimens in test cylinders. There shall be no additional charges for the collection of concrete test specimens. The cost for the collection of concrete test specimens shall be included in the hourly rate for the engineering field technician.
3. The number of hours for the Registered Engineer/Geologist assumes 1 hour per week during the course of the projects for QA/QC oversight purposes.

EXHIBIT B

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employee's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

1. The City, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

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

Verification of Coverage

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

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

**RE: ANNUAL SPECIAL TAX FOR THE CITY'S COMMUNITY FACILITIES
DISTRICT NO. 2006-1 (WESTSIDE PUBLIC SAFETY FACILITIES) AND
DISTRICT NO. 2006-2 (PUBLIC SAFETY SERVICES) FOR FISCAL
YEAR 2015/2016**

DATE: AUGUST 18, 2015

SUMMARY

The Council may consider the annual special tax relating to the City's Community Facilities Districts ("CFD's").

DISCUSSION

In October 2006, the City completed the formation of two CFD's designed to establish a special tax for subdivision projects in the Thermalito area. CFD No. 2006-1 was formed to fund the design and construction of a fire and police facility to be located at or near Oroville Municipal Airport. CFD No. 2006-2 was formed to provide ongoing funding to maintain and staff these facilities in perpetuity. Both CFD's are funded through the collection of a special tax attached to the property tax bill issued by the Butte County Tax Collector's Office. Currently, four subdivisions are included in these CFD's. The rate and method of apportionment provides for the collection of tax amounts for both final mapped property without building permits issued (final mapped property) and final mapped property that have had a building permit issued (developed property). For final mapped property without homes (no building permits issued), the tax is \$300 per year per parcel for both CFD 2006-1 and 2006-2. For final mapped property where building permits have been issued, the tax is \$600 per year per parcel for both CFD 2006-1 and 2006-2.

Per the California Government Code, an annual Report for each CFD must be filed with the City Council. The annual report shall contain all of the following:

- The amount of funds collected and expended.
- The status of any project required or authorized to be funded as identified in Section 50075.1 or Section 53411.

The City Council will consider the following items for the CFD's that will:

1. Establish the annual special tax for Fiscal Year 2015/2016 for the two CFD's.
2. Direct the Butte County Auditor-Controller's Office to attach the special tax to the property tax bill of those final mapped and developed parcels within the two CFD's.

FISCAL IMPACT

Funds are collected on the Butte County tax roll and placed into a "Special Fund" account for specified expenses within the two CFD's.

RECOMMENDATION(S)

1. Adopt Resolution No. 8418 - A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-1, WESTSIDE PUBLIC SAFETY FACILITIES, FOR FISCAL YEAR 2015/2016
2. Adopt Resolution No. 8419 - A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-2, PUBLIC SAFETY SERVICES, FOR FISCAL YEAR 2015/2016
3. Authorize the Mayor to sign the Proposition 218 Certificate for inclusion on the 2015/2016 Butte County Tax Roll.

ATTACHMENT(S)

CFD 2006-1 Annual Report
CFD 2006-1 Parcel List
CFD 2006-1 Resolution No. 8418
CFD 2006-2 Annual Report
CFD 2006-2 Parcel List
CFD 2006-2 Resolution No. 8419
Proposition 218 Certification of Special Tax Levy

ANNUAL REPORT FOR COMMUNITY FACILITIES DISTRICT 2006-1 WESTSIDE PUBLIC SAFETY FACILITIES

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the "Act"). This Act requires that any local special tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited and require an annual report containing specific information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001, in accordance with Section 50075.1 of the California Government Code (the "Code").

Some of the requirements of the Act are handled at the formation of the special tax district and others are handled through annual reports. This report intends to comply with Section 50075.3 or Section 53411 of the Code that states:

"The chief financial officer of the issuing local agency shall file a report with the governing body no later than January 1, 2002 and at least once a year thereafter".

The annual report shall contain all of the following:

- The amount of funds collected and expended.
- The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 or Section 53410.

The requirements of the Act apply to the Improvement Fund for Community Facilities District No. 2006-1 (the "CFD"). The appropriate information is displayed in the table below:

CFD 2006-1 WESTSIDE PUBLIC SAFETY FACILITIES CONSTRUCTION OF FIRE AND POLICE FACILITY				
Formation Date	2015/2016 Annual Levy	Projected 7/1/2015 Balance	Amount Expended to Date	Project Status
9/19/2006	\$	\$	\$0.00	No activity due to insufficient revenue to begin project

EXHIBIT A

City of Oroville Community Facilities District No. 2006-1 City of Oroville Westside Public Safety Facilities 2015/16 Parcel Listing

Subdivision Name	APN	Assigned Special Tax	No. of Parcels - Final Mapped	No. of Parcels - Developed	Mapping Status
Calle Vista Unit 2	030-120-038-000	\$0.00	0	0	No Final Maps - Balance Calle Vista Unit 2
Calle Vista Unit 2	030-120-040-000	\$0.00	0	0	No Final Maps - Balance Calle Vista Unit 2
Calle Vista Unit 2	030-120-065-000	\$0.00	0	0	No Final Maps - Balance Calle Vista Unit 2
Calle Vista Unit 2	030-120-066-000	\$0.00	0	0	No Final Maps - Balance Calle Vista Unit 2
Linkside Place - Phase 2	030-260-026-000	\$0.00	0	0	No Final Maps - Linkside Phase 2
Calle Vista Unit 2	030-490-074-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-075-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-076-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-077-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-078-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-079-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-080-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-081-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-082-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-083-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-084-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-085-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-086-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-087-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-088-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-089-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-090-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-091-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-092-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-093-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-094-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-095-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-096-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-097-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-098-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-099-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-100-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-101-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-102-000	\$600.00		1	Final Mapped

EXHIBIT A

City of Oroville Community Facilities District No. 2006-1 City of Oroville Westside Public Safety Facilities 2015/16 Parcel Listing

Subdivision Name	APN	Assigned Special Tax	No. of Parcels - Final Mapped	No. of Parcels - Developed	Mapping Status
Calle Vista Unit 2	030-490-103-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-104-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-105-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-106-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-107-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-108-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-109-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-110-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-111-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-112-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-113-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-114-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-115-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-116-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-117-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-001-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-002-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-003-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-004-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-005-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-006-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-007-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-008-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-009-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-010-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-011-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-012-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-013-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-014-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-015-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-016-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-017-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-018-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-019-000	\$600.00		1	Final Mapped

EXHIBIT A

City of Oroville
Community Facilities District No. 2006-1
City of Oroville Westside Public Safety Facilities
2015/16 Parcel Listing

Subdivision Name	APN	Assigned Special Tax	No. of Parcels - Final Mapped	No. of Parcels - Developed	Mapping Status
Vista Del Oro	030-580-020-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-021-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-022-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-023-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-024-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-025-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-026-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-027-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-028-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-029-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-030-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-031-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-032-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-033-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-034-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-035-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-036-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-037-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-038-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-039-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-040-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-041-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-042-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-043-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-044-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-045-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-046-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-001-000	\$600.00		1	Final Mapped
Vista Del Oro	030-590-002-000	\$600.00		1	Final Mapped
Vista Del Oro	030-590-003-000	\$600.00		1	Final Mapped
Vista Del Oro	030-590-004-000	\$600.00		1	Final Mapped
Vista Del Oro	030-590-005-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-006-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-007-000	\$300.00	1		Final Mapped

EXHIBIT A

City of Oroville Community Facilities District No. 2006-1 City of Oroville Westside Public Safety Facilities 2015/16 Parcel Listing

Subdivision Name	APN	Assigned Special Tax	No. of Parcels - Final Mapped	No. of Parcels - Developed	Mapping Status
Vista Del Oro	030-590-008-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-009-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-010-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-011-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-012-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-013-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-014-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-015-000	\$600.00		1	Final Mapped
Vista Del Oro	030-590-016-000	\$600.00		1	Final Mapped
Vista Del Oro	030-590-017-000	\$600.00		1	Final Mapped
Vista Del Oro	030-590-018-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-019-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-020-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-021-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-022-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-023-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-024-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-025-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-026-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-027-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-028-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-029-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-030-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-031-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-032-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-033-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-034-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-035-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-036-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-037-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-038-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-039-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-040-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-041-000	\$300.00	1		Final Mapped

EXHIBIT A

City of Oroville
Community Facilities District No. 2006-1
City of Oroville Westside Public Safety Facilities
2015/16 Parcel Listing

Subdivision Name	APN	Assigned Special Tax	No. of Parcels - Final Mapped	No. of Parcels - Developed	Mapping Status
Vista Del Oro	030-590-042-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-043-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-044-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-045-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-046-000	\$300.00	1		Final Mapped
Forebay Estates	031-020-030-000	\$0.00	0	0	No Final Maps - Forebay Estates
	No. of Parcels		96	40	
	Total:	\$52,800.00			

**CITY OF OROVILLE
RESOLUTION NO. 8418**

A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-1, WESTSIDE PUBLIC SAFETY FACILITIES, FOR FISCAL YEAR 2015/16

WHEREAS, the Oroville City Council (hereafter referred to as the "legislative body"), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a special tax district, all as authorized pursuant to the terms and provisions of the "Mello Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. Said special tax district is known and designated as Community Facilities District No. 2006-1, Westside Public Safety Facilities (hereafter referred to as "CFD No. 2006-1") and,

WHEREAS, the legislative body, by ordinance and as authorized by Section 53340 of the California Government Code, has authorized the levy of a special tax to pay the costs and expenses related to CFD No. 2006-1 and this legislative body desires to establish the specific special tax rate to be collected for the upcoming fiscal year.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY AS FOLLOWS:

Section 1 That the above recitals are true and correct.

Section 2 The specific special tax rate to be collected for CFD No. 2006-1 for the upcoming fiscal year (2015/2016) is hereby determined and established in the table below. A listing of individual parcels, showing the corresponding special tax rate, is attached hereto as "Exhibit A".

TYPE	RATE
Developed Property	\$600.00 per Developed Property
Final Mapped Property	\$300.00 per Final Mapped Property

Section 3 That the special tax rate as set forth above does not exceed the amount as previously authorized by ordinance of this legislative body and is not in excess of that as previously approved by the qualified electors of CFD No. 2006-1, and is in compliance with Proposition 218, Section XIII D of the Constitution of the State of California.

Section 4 That the proceeds of the special tax shall be used to pay, in whole or in part, the costs of the following:

- A. **Preliminary and Incidental Expense and Appurtenant Work and Improvements** – the authorized facilities shall be deemed to include the costs and expenses of mobilization, clearing, grubbing, protective fencing and erosion control, excavation, dewatering, lime treatment, drainage ditches, rock outfalls, curb, gutter and sidewalks, base and finishing pavement, striping, traffic signals, street lights, landscaping, irrigation, soundwalls, retaining walls, barricades and related appurtenant work and facilities, together with the costs and expenses of engineering design, environmental analysis, utility relocation, permits for work in jurisdictional waters, right-of-way acquisition, plan review, project management, construction related surety bonds or like security instruments, construction staking and management, inspection and any like fees and costs incidental to such acquisition, construction and installation.
- B. Fire station and related fire fighting and suppression equipment, furniture and furnishings.
- C. Police substation and related furniture, furnishings and equipment.

The proceeds of the special tax shall be used as set forth above and shall not be used for any other purpose.

Section 5 The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and same procedure and sale in cases of delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting said special taxes.

Section 6 All monies collected shall be paid into a fund for CFD No. 2006-1, including any reserve fund amounts.

Section 7 The County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land effected in a space marked "public services" or "special tax" or by any other suitable designation, the installment of the special tax and the exact rate of the special tax as stated above.

Section 8 The County Auditor shall then, at the close of the tax collection period, promptly render to the City of Oroville, a detailed report showing the amount(s) of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making such collection.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on August 18, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott Huber, City Attorney

Donald Rust, Acting City Clerk

ANNUAL REPORT FOR COMMUNITY FACILITIES DISTRICT 2006-2 PUBLIC SAFETY SERVICES

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the "Act"). This Act requires that any local special tax/local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited and require an annual report containing specific information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001, in accordance with Section 50075.1 of the California Government Code (the "Code").

Some of the requirements of the Act are handled at the formation of the special tax district and others are handled through annual reports. This report intends to comply with Section 50075.3 or Section 53411 of the Code that states:

"The chief financial officer of the issuing local agency shall file a report with the governing body no later than January 1, 2002 and at least once a year thereafter".

The annual report shall contain all of the following:

- The amount of funds collected and expended.
- The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 or Section 53410.

The requirements of the Act apply to the Improvement Fund for Community Facilities District No. 2006-1 (the "CFD"). The appropriate information is displayed in the table below:

CFD 2006-2 PUBLIC SAFETY SERVICES STAFFING OF FIRE AND POLICE FACILITY				
Formation Date	2014/2015 Annual Levy	Projected 7/1/2015 Balance	Amount Expended to Date	Project Status
9/19/2006	\$	\$	\$0.00	No activity due to insufficient revenue to begin project

EXHIBIT A

City of Oroville Community Services District No. 2006-2 City of Oroville Westside Public Safety Services 2015/16 Parcel Listing

Subdivision Name	APN	Assigned Special Tax	No. of Parcels - Final Mapped	No. of Parcels - Developed	Mapping Status
Calle Vista Unit 2	030-120-038-000	\$0.00	0	0	No Final Maps - Balance Calle Vista Unit 2
Calle Vista Unit 2	030-120-040-000	\$0.00	0	0	No Final Maps - Balance Calle Vista Unit 2
Calle Vista Unit 2	030-120-065-000	\$0.00	0	0	No Final Maps - Balance Calle Vista Unit 2
Calle Vista Unit 2	030-120-066-000	\$0.00	0	0	No Final Maps - Balance Calle Vista Unit 2
Linkside Place - Phase 2	030-260-026-000	\$0.00	0	0	No Final Maps - Linkside Phase 2
Calle Vista Unit 2	030-490-074-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-075-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-076-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-077-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-078-000	\$300.00	1		Final Mapped
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Calle Vista Unit 2	030-490-080-000	\$600.00		1	Final Mapped
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Calle Vista Unit 2	030-490-084-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-085-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-086-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-087-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-088-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-089-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-090-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-091-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-092-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-093-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-094-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-095-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-096-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-097-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-098-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-099-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-100-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-101-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-102-000	\$600.00		1	Final Mapped

EXHIBIT A

City of Oroville Community Services District No. 2006-2 City of Oroville Westside Public Safety Services 2015/16 Parcel Listing

Subdivision Name	APN	Assigned Special Tax	No. of Parcels - Final Mapped	No. of Parcels - Developed	Mapping Status
Calle Vista Unit 2	030-490-103-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-104-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-105-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-106-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-107-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-108-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-109-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-110-000	\$300.00	1		Final Mapped
Calle Vista Unit 2	030-490-111-000	\$600.00		1	Final Mapped
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Calle Vista Unit 2	030-490-115-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-116-000	\$600.00		1	Final Mapped
Calle Vista Unit 2	030-490-117-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-001-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-002-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-003-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-004-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-005-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-006-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-007-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-008-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-009-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-010-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-011-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-012-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-013-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-014-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-015-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-016-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-017-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-018-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-019-000	\$600.00		1	Final Mapped

EXHIBIT A

City of Oroville
Community Services District No. 2006-2
City of Oroville Westside Public Safety Services
2015/16 Parcel Listing

Subdivision Name	APN	Assigned Special Tax	No. of Parcels - Final Mapped	No. of Parcels - Developed	Mapping Status
Vista Del Oro	030-580-020-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-021-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-022-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-023-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-024-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-025-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-026-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-027-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-028-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-029-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-030-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-031-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-032-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-033-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-034-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-035-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-036-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-037-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-038-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-039-000	\$300.00	1		Final Mapped
Vista Del Oro	030-580-040-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-041-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-042-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-043-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-044-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-045-000	\$600.00		1	Final Mapped
Vista Del Oro	030-580-046-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-001-000	\$600.00		1	Final Mapped
Vista Del Oro	030-590-002-000	\$600.00		1	Final Mapped
Vista Del Oro	030-590-003-000	\$600.00		1	Final Mapped
Vista Del Oro	030-590-004-000	\$600.00		1	Final Mapped
Vista Del Oro	030-590-005-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-006-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-007-000	\$300.00	1		Final Mapped

EXHIBIT A

City of Oroville
Community Services District No. 2006-2
City of Oroville Westside Public Safety Services
2015/16 Parcel Listing

Subdivision Name	APN	Assigned Special Tax	No. of Parcels - Final Mapped	No. of Parcels - Developed	Mapping Status
Vista Del Oro	030-590-008-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-009-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-010-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-011-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-012-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-013-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-014-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-015-000	\$600.00		1	Final Mapped
Vista Del Oro	030-590-016-000	\$600.00		1	Final Mapped
Vista Del Oro	030-590-017-000	\$600.00		1	Final Mapped
Vista Del Oro	030-590-018-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-019-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-020-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-021-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-022-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-023-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-024-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-025-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-026-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-027-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-028-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-029-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-030-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-031-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-032-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-033-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-034-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-035-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-036-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-037-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-038-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-039-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-040-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-041-000	\$300.00	1		Final Mapped

EXHIBIT A

City of Oroville
Community Services District No. 2006-2
City of Oroville Westside Public Safety Services
2015/16 Parcel Listing

Subdivision Name	APN	Assigned Special Tax	No. of Parcels - Final Mapped	No. of Parcels - Developed	Mapping Status
Vista Del Oro	030-590-042-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-043-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-044-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-045-000	\$300.00	1		Final Mapped
Vista Del Oro	030-590-046-000	\$300.00	1		Final Mapped
Forebay Estates	031-020-030-000	\$0.00	0	0	No Final Maps - Forebay Estates
	No. of Parcels		96	40	
	Total:	\$52,800.00			

**CITY OF OROVILLE
RESOLUTION NO. 8419**

A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-2, PUBLIC SAFETY SERVICES, FOR FISCAL YEAR 2015/2016

WHEREAS, the Oroville City Council (hereafter referred to as the “legislative body”), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a special tax district, all as authorized pursuant to the terms and provisions of the “Mello Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. Said special tax district is known and designated as Community Facilities District No. 2006-2, Public Safety Services (hereafter referred to as “CFD No. 2006-2”) and,

WHEREAS, the legislative body, by ordinance and as authorized by Section 53340 of the California Government Code, has authorized the levy of a special tax to pay the costs and expenses related to CFD No. 2006-2 and this legislative body desires to establish the specific special tax rate to be collected for the upcoming fiscal year.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY AS FOLLOWS:

Section 1 That the above recitals are true and correct.

Section 2 The specific special tax rate to be collected for CFD No. 2006-2 for the upcoming fiscal year (2015/2016) is hereby determined and established in the table below. A listing of individual parcels, showing the corresponding special tax rate, is attached hereto as “Exhibit A”.

TYPE	RATE
Developed Property	\$600.00 per Developed Property
Final Mapped Property	\$300.00 per Final Mapped Property

Section 3 That the special tax rate as set forth above does not exceed the amount as previously authorized by ordinance of this legislative body and is not in excess of that as previously approved by the qualified electors of CFD No. 2006-2, and is in compliance with Proposition 218, Section XIII D of the Constitution of the State of California.

Section 4 That the proceeds of the special tax shall be used to pay, in whole or in part, the costs of the following:

A. Fire protection and suppression.

B. Police protection.

The proceeds of the special tax shall be used as set forth above and shall not be used for any other purpose.

Section 5 The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and same procedure and sale in cases of delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting said special taxes.

Section 6 All monies collected shall be paid into a fund for CFD No. 2006-2, including any reserve fund amounts.

Section 7 The County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land effected in a space marked "public services" or "special tax" or by any other suitable designation, the installment of the special tax and the exact rate of the special tax as stated above.

Section 8 The County Auditor shall then, at the close of the tax collection period, promptly render to the City of Oroville, a detailed report showing the amount(s) of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making such collection.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on August 18, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Linda Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott Huber, City Attorney

Donald Rust, Acting City Clerk

PROPOSITION 218 CERTIFICATION

CERTIFICATION OF TAX BILL LEVY

The Agency/District hereby certifies that the special tax(es), fee(s) and assessment(s) listed below that are to be placed on the 2015/2016 Secured Property Tax bill by the Agency/District meet the requirements of Proposition 218 that added Articles XIII C and XIII D to the State Constitution.

Article XIII C. Sec. 2 (c) "Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b)."

Article XIII D. Sec. 5 "...this article shall become effective the day after the election unless otherwise provided. Beginning July 1, 1997, all fees or charges shall comply with this section."

The Agency/District agrees to defend, indemnify and hold harmless the County of Butte, the Board of Supervisors, the Auditor-Controller, the Tax Collector, its officers and employees, from litigation over whether the requirements of Proposition 218 were met with respect to such levy (levies).

If any judgment is entered against any indemnified party as a result of not meeting the requirements of Proposition 218 for such special tax(es), fee(s) or assessment(s), the Agency/District agrees that the County may offset the amount of any judgment paid by an indemnified party from the monies collected by the County of Agency/District behalf, including property taxes, special taxes, fees or assessments.

Agency/District: CITY OF OROVILLE

By: _____
Linda Dahlmeier, Mayor

Listing of Agency/District's 2015/2016 Special Taxes, Fees and/or Assessments:

Community Facilities District 2006-1
Community Facilities District 2006-2

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: BILL LA GRONE, DIRECTOR OF PUBLIC SAFETY

**RE: AMENDMENT TO NORTHWEST SOCIETY FOR THE PREVENTION OF
CRUELTY TO ANIMALS AGREEMENT**

DATE: AUGUST 18, 2015

SUMMARY

The Council may consider an Amendment to the Northwest Society for the Prevention of Cruelty to Animals Agreement, to include the newly annexed Area A, in South Oroville.

DISCUSSION

Due to the Annexation of Area A in South Oroville, it has become necessary to provide Animal Control Services to the new part of the City. Staff has meet with the Northwest Society for the Prevention of Cruelty to Animals (NW SPCA) our current provider of Animal Control Services regarding this additional work.

The current Agreement is in effect through June 30, 2016. It began with a three year term starting in December 2011 through June 2014, and it contained two (2) one-year extensions that were automatically effective if neither party objected. Since neither party objected, both one-year extensions were automatically approved. As a result of the fiscal issues suffered by the City in 2012 and 2013, the NW SPCA agreed to waive the 2% annual increase provided for in the Agreement to assist the City in balancing its budget. After the City's finances recovered, the Agreement was amended on November 18, 2014 to increase the compensation by 3% to adjust the Agreement such that the payments would approximate the original Agreement.

The NW SPCA is compensated \$270,955 per year for Animal Control Services. Since neither party to the Agreement raised an objection or request for change to the current Agreement it is assumed both parties are satisfied and have willingly entered in the first of two extensions contained within this Agreement.

The Agreement contains the following provisions:

1. The City provides NW SPCA with 345 gallons of fuel per month
2. 2% cost escalator per year
3. After hours call out pay not to exceed \$6,300 per year
4. NW SPCA credits the City (\$19,329) per year for fees collected by NW SPCA

CC-19

The annexation has resulted in the need to amend the current Agreement. Due to the extra workload related to this area, the NW SPCA is requesting additional compensation for their services. The NW SPCA is additionally asking for the removal of the afterhours cap on call outs. The NW SPCA's justification is after hour service has never been provided to this area, so there is no way to quantify the amount of calls for service.

If approved, the Amendment will take effect on October 1, 2015, and will sunset on June 30, 2016. At the end of this Amendment it will be necessary to again negotiate with the NW SPCA for the 2016/17 Fiscal Year.

The relatively short time frame of this Amendment is to allow the NW SPCA and the City to gather mutually agreeable numbers related to calls for service in the newly annexed area.

The proposed Amendments are:

1. Increase compensation in the Agreement by \$40,000 bring the annual amount of the Agreement to \$310,955;
2. Remove the after hours call out cap; and
3. Effective date of the Amendment to the Agreement from October 1, 2015 to June 30, 2016, at which time the City and the NW SPCA agree to renegotiate this Agreement.

A copy of the proposed Amendment to the Agreement is attached.

FISCAL IMPACT

A General Fund impact of \$40,000 to cover services through June 30, 2016 will come from Account No. 001-7600-2500 (Police). This amount is included in the 2015/2016 budget. A potential increase may be needed at a later date due to the removal of the cap for afterhours calls, as they are unknown at this time.

RECOMMENDATION

Adopt Resolution 8420 – 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 \$40,000 INCREASE FOR FISCAL YEAR 2015/2016 AND TO REMOVE THE CAP ON AFTERHOURS CALLS FOR SERVICE REIMBURSEMENT- (Agreement No. 2041-2).

ATTACHMENTS

Resolution No. 8420
Agreement No. 2041-2
Agreement No. 2041 and 2041-1
Letter from SPCA
Finance Spreadsheet

**CITY OF OROVILLE
RESOLUTION NO. 8420**

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 \$40,000 INCREASE FOR FISCAL YEAR 2015/2016 AND TO REMOVE THE CAP ON AFTERHOURS CALLS FOR SERVICE REIMBURSEMENT

(Agreement No. 2041-2)

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 Agreement with the Northwest Society for the Prevention of Cruelty to Animals as attached hereto as Attachment A; and
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 August 18, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN
THE CITY OF OROVILLE AND THE NORTHWEST SOCIETY FOR
THE PREVENTION OF CRUELTY TO ANIMALS**

(Agreement No. 2041-2)

This Amendment dated August 18, 2015, is to the Agreement between the City of Oroville ("City") and the Northwest Society for the Prevention of Cruelty to Animals ("Consultant").

A copy of the Agreement is attached as Exhibit "A" to this Amendment.

In consideration of the terms and conditions herein, the City and the Consultant agree that Agreement No. 2041 shall be amended as follows:

1. City shall pay the Consultant an additional \$40,000.00 annually for the duration of fiscal year 2015/16, as part of this Amendment, for increased work load due to annexation of South Oroville Annexation Area A.
2. City shall remove the cap on call out pay reimbursement. After hour call outs shall be managed by the Oroville Police Department on duty Sergeant.
3. The term of this Amendment will be from October 1, 2015 to June 30, 2016.
4. Conflicts between the Agreement and this Amendment shall be controlled by this Second Amendment. All other provisions within Agreement No. 2041 shall remain in full force and effect.

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

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CITY OF OROVILLE

**NORTHWEST SOCIETY FOR THE
PREVENTION OF CRUELTY TO
ANIMALS**

By: _____
Linda L. Dahlmeier, Mayor

By: _____

Title: _____

Business License# _____

Tax ID No.: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Donald Rust, Acting City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of December 6, 2011 by and between the **City of Oroville** ("City") and the **Northwest Society for the Prevention of Cruelty to Animals, Inc.** ("SPCA").

RECITALS

- A. The SPCA is specially trained, experienced and competent to provide animal control services and boarding as required by this Agreement.
- B. The SPCA possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. The SPCA has provided animal control services and boarding for the City of Oroville since at least 1990. The prior agreement between the SPCA and the City expired on June 30, 2009 and the SPCA has continued to perform animal control services and boarding on behalf of the City.
- D. This Agreement is intended to compensate the SPCA for services rendered since the expiration of the prior agreement, as well as to contract for continued professional services.
- E. City desires to retain the SPCA to render the professional services as set forth in this Agreement.

AGREEMENT

1. Effective Date, Term and Waiver. This agreement shall be effective July 1, 2011 and shall expire on June 30, 2014. The Agreement shall automatically extend for two 1-year periods, unless either party notifies the other party in writing at least 30 days prior to the end of the Agreement. The City and

SPCA agree to waive any claims and/or remedies related to the previous agreements between the parties.

2. Scope of Services. The SPCA shall furnish the animal control services and boarding services in a professional manner. SPCA shall perform the scope of services described in this Agreement and in Exhibit "A" which is attached hereto and incorporated herein by reference.
3. Time of Performance. The services shall commence upon execution of this Agreement, and shall continue until completion.
4. Compensation. The City shall pay \$39,527 to SPCA upon execution of this Agreement in satisfaction of any and all claims by SPCA related to services rendered prior to the execution of this Agreement. Compensation to be paid to SPCA shall be \$257,902 per year, which shall be paid in monthly installments. In addition, SPCA shall be able to utilize up to 345 gallons per month from the City's corporate yard fueling services for use in the SPCA owned vehicles. City shall provide a fuel credit for July, August, September, October, and November 2011 to SPCA. In the event SPCA utilizes more fuel than its monthly allotment, it shall pay the City the market rate applicable at the time of fuel purchase. In the event SPCA utilizes less fuel than its monthly allotment, the unused portion shall rollover to the following month. All credits for unused fuel from fiscal year 2011-2012 shall rollover into fiscal year 2012-2013. No annual fuel allotment shall rollover after fiscal year 2012-2013. Further, SPCA shall credit the City \$19,329 per year for anticipated revenue related to licensing, redemption and enforcement services. Such credit shall be deducted from the City's payments to the SPCA in equal monthly installments. Payment by City under this Agreement shall not be deemed a waiver of defects in SPCA's services, even if such defects were known to the City at the time of payment.

5. Inflation and Other SPCA Agreements. All amounts of compensation and/or credit contained in this Agreement, with the exception of the fuel credit, shall be adjusted for inflation by 2% per year beginning with the 2012-2013 fiscal year. If SPCA offers its services to any other entity or public agency for a rate lower than that which is contained in this Agreement, the City shall be entitled to receive the same rate as that entity or public agency.
6. Method of Payment. The City shall automatically pay SPCA each month, in advance, for all compensation, except for Call Out services. SPCA shall submit monthly billing to City describing the Call Out work performed during the preceding month. City shall pay SPCA no later than 30 days after approval of the monthly Call Out invoice by City staff.
7. Supervision. SPCA shall serve under the direction, supervision and control of the Oroville Chief of Police. All work performed pursuant to this Agreement will be in coordination and cooperation with the Oroville Police Department and/or other City Departments, as applicable.
8. Extra Work, and Annexation. At any time during the term of this Agreement, City may request that SPCA perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of SPCA's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. SPCA shall not perform, nor be compensated for, Extra Work without prior written authorization from City. In the event an annexation or compliance with any federal, state or local statute, ordinance or regulation results in significant changes in the City's or SPCA's operating costs, the parties agree to renegotiate this Agreement so the increased or decreased compensation shall reflect such a change.

9. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, SPCA shall be entitled to compensation for services properly performed up to the effective date of termination.
10. Ownership of Documents. All plans, studies, documents, and other writings, if any, prepared by and for SPCA, its officers, employees, and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to SPCA for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to SPCA or to any other party. SPCA shall, at SPCA's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.
11. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to SPCA in connection with the performance of the Agreement shall be held confidential by SPCA. Such materials shall not, without the prior written consent of City, be used by SPCA for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to SPCA which is otherwise known to SPCA or is generally known, or has become known, to the related industry shall be deemed confidential. SPCA shall not use City's name or insignia, photographs relating to project for which SPCA's services are rendered, or any public City pertaining to the SPCA's services under this

Agreement in any magazine, trade paper, newspaper, television, or radio production or other similar medium without the prior written consent of City.

12. SPCA's Books and Records

- a. SPCA shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures, and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to SPCA to this Agreement.
- b. SPCA shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of the Agreement.
- c. SPCA shall provide annually to City its statistics for services performed and fees charged for incorporation into the City's annual adoption of fee structures.
- d. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at 1735 Montgomery Street, Oroville, California when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at SPCA's address indicated for receipt of notices in this Agreement.
- e. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of

SPCA's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that documents be maintained by City Hall.

13. Independent Contractor. It is understood that SPCA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. SPCA shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and SPCA hereby expressly waives any claim it may have to any such rights.
14. Professional Ability of SPCA. City has relied upon the professional training and ability of SPCA to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by SPCA under this Agreement shall be performed in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in SPCA's field of expertise.
15. Compliance with Laws. SPCA shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
16. Licenses. SPCA represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of SPCA to practice its profession. SPCA represents and warrants to City that SPCA shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals which are required by the City for its business.
17. Indemnity. SPCA agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability,

direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

18. Insurance Requirements. SPCA, at SPCA's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached hereto.

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

If to City: **G. Harold Duffey**
 City of Oroville
 1735 Montgomery Street
 Oroville, CA 95965-4897

If to SPCA: **Mitch Brown**
 Northwest SPCA, Inc.
 2787 South 5th Ave.
 Oroville, CA 95965

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

21. Amendments. This Agreement may be modified or amended only by a written document executed by both SPCA and City and approved as to form by the City Attorney.

22. Assignments and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of SPCA. Assignments of any or all rights, duties, or obligations of the SPCA under this Agreement will be permitted only with the express prior written consent of the City. SPCA shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, SPCA shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
23. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
24. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
25. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte, or in the United States District Court, Eastern District of California.
26. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

27. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
28. Execution. This Agreement may be executed in counterparts, in duplicate originals, and/or facsimile or electronically transmitted signatures. If executed in counterparts, then upon proof of execution of at least one copy, the Agreement shall be effective from the date of the last signature. If executed in duplicate, each duplicate copy shall be valid as an original copy. If signatures are transmitted by facsimile or electronically, each facsimile or electronically transmitted signature shall be valid as an original signature. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
29. Authority to Enter Agreement. SPCA has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority, to make this Agreement and to bind each respective party.
30. Prohibited Interests. SPCA maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for SPCA, to solicit or secure this Agreement. Further, SPCA

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

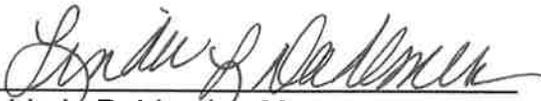
31. Equal Opportunity Employment. SPCA represents that is and equal opportunity employer and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, or age. Such non-discrimination shall include,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

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

CITY OF OROVILLE

**NORTHWEST SOCIETY FOR THE
PREVENTION OF CRUELTY TO
ANIMALS, INC.**

By:


Linda Dahlmeier, Mayor

By:


Mitch Brown

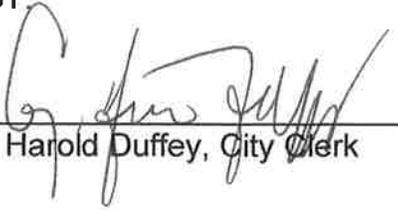
Title: President

APPROVED AS TO FORM:

By: 

Scott E. Huber, City Attorney

ATTEST:

By: 

G. Harold Duffey, City Clerk

Attachments: Exhibit A – Scope of Services
 Exhibit B – Insurance Requirements

EXHIBIT A SCOPE OF SERVICES

The SPCA shall provide animal control services and boarding services to the City as outlined below:

1. Shelter Services

- A. Location. SPCA shall use the City Animal Shelter, located at 2787 South 5th Avenue, for the impoundment of all animals whether they be strays or otherwise turned over to SPCA by residents of the incorporated area of the Oroville of City. Impound facilities for large or exotic animals need not be located at this location, but shall be located within the County of Butte and shall be capable of ensuring the impoundment of such animals.
- B. Hours. SPCA shall maintain shelter open to the public at a minimum Monday through Friday, 8:00 a.m. to 4:30 p.m. and Saturdays from noon to 3:00 p.m. (closed Sundays and holidays).
- C. Animals at large. SPCA shall hold animals impounded while running at large for the period of time specified in Code of the City of Oroville, provided that the designated holding period shall not be less than provided by State law, and SPCA reserves the right to humanely euthanize any impounded sick or injured animal upon the recommendation of a veterinarian. In addition, SPCA agrees to provide pick-up and lawful disposal services for dead animals.
- D. Quarantined Animals. SPCA agrees, under the direction and in accordance with procedures established by the County Health Director, to carry out the provisions of Sections 121575-121710 (Rabies Control) of the Health and Safety Code of the State of California, and Sections 2606-2606.8 of Title XVII Administrative Code of the State of California and amendments to said Code, insofar as they pertain to the City of Oroville where SPCA provides animal control services.
- E. Biting. SPCA agrees to be responsible for investigating reports of biting animals and to report biting incidents to the County Health Officer and to take steps to quarantine and impound biting animals for observation in accordance with instructions by the County Health Officer.
- F. Veterinary Services. SPCA may convey all injured domestic animals found without their owners to a veterinarian for proper care and whenever injured, impounded or quarantined domestic animals may need emergency treatment. SPCA also agrees to pay for all veterinarian costs incurred in connection with the examination or treatment of sick or injured animals, including any euthanasia performed by a veterinarian following an examination of a sick or injured animal.

- G. Redemption fees and penalties. SPCA shall charge owners redeeming impounded animals such fees and penalties as may be established by Resolution of the City Council in accordance with the City's Animal Control Ordinance. SPCA shall retain all such fees. SPCA shall report to the Finance Director of City amount of fees collected at the end of the fiscal year.
- H. Euthanasia and Disposal. All euthanasia shall be performed in a manner approved by both the American Humane Association and the American Veterinary Medical Association. SPCA shall also be responsible for the lawful disposal of all dead carcasses resulting from the performance of its duties under this Agreement.

2. Patrol Services

- A. Level of Services. The level of City patrol services required of SPCA shall be a random forty (40) hours per week. If necessary, the Chief of Police shall have the authority to adjust the schedule of the SPCA to meet specific needs within the City. SPCA agrees to furnish 2 motor vehicles with compartmental cages for the separation and humane treatment of animals, and other equipment necessary for the capture and transportation of cats, dogs, livestock and other animals. All patrol vehicles shall be conspicuously marked and identified.
- B. Stand By Availability. SPCA shall be available at all times for any emergency call-outs which are defined as response to injured, sick or aggressive animals or assistance required by the Oroville Police and/or Fire Department. In addition to the compensation outlined in the Agreement, the City shall compensate SPCA \$695 per month (approximately \$1.25 per hour multiplied by 128 hours per week) for Stand By Availability during hours that the SPCA is not open. In addition, if called out by the Oroville Police Department to respond to an injured, sick or aggressive animal, the City shall compensate SPCA at 1.5 times the hourly rate of the SPCA employee called out multiplied by the actual response time. In no event shall the City pay more than \$21.00 per hour for Call Out services. SPCA shall charge a minimum of 2 hours for each Call Out service. In no event shall the annual Call Out expenses exceed 300 hours. For fiscal year 2011-2012 only, the Stand By expenses shall be \$6,240.

3. Dog Licensing Services

- A. Licensing. SPCA shall be responsible for the licensing of all dogs belonging to residents of the City. SPCA shall provide dog-licensing tags and shall also provide for the sale of licenses. SPCA shall charge and collect from the owners of dogs a licensing fee pursuant to Resolution of the City of Oroville. All licensing fees shall become the property of SPCA. SPCA shall report to the Finance Director of City the number of licenses

issued and the amount of revenues collected from the licensing of dogs within the City at the end of the fiscal year.

4. Poundmaster Services

A. Oroville Municipal Code 4-3. In accordance with Oroville Municipal Code section 4-3, SPCA agrees to serve, and is designated as City Pound Master.

5. Ordinance Enforcement and Administrative Penalties

A. Notice of Violation. SPCA shall issue notices of violation to persons believed to be in violation of the City Animal Control Ordinance. Such notices will inform the suspected violator of the requirements of the Ordinance.

B. Administrative Citations. SPCA, to the extent authorized by City, shall issue administrative citations to persons believed to be in violation of City's Animal Control Ordinance and State laws regulations and who have failed to heed a notice of violation or who have violated the Ordinance in such a manner as would indicate that a notice of violation would be disregarded or of no practical effect.

C. Investigation and Testimony. SPCA's employees shall assist the City Attorney in investigating, and prosecuting violations of the City's Animal Control Ordinance and State laws and regulations by providing relevant reports or testimony. SPCA shall independently investigate all bite cases involving a known human victim for the purpose of identifying and quarantining the biting animal and determining its possible exposure to rabies.

EXHIBIT B

INSURANCE REQUIREMENTS FOR SPCA

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- 4.
5. Errors and Omissions Liability insurance appropriate to the SPCA's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

SPCA shall maintain limits no less than:

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

\$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

1. The Entity, its officers, officials, employees and designated volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the SPCA; or automobiles owned, leased, hired or borrowed by the SPCA.
2. For any claims related to this project, the SPCA's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and designated volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or designated volunteers shall be excess of the SPCA's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Entity.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

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

Verification of Coverage

SPCA shall furnish the Entity with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Entity or on other than the Entity's forms provided those endorsements conform to Entity requirements. All certificates and endorsements are to be received and approved by the Entity before work commences. The Entity reserves the right to

require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE NORTHWEST SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

This First Amendment dated November 18, 2014, is to the Agreement No. 2041 between the **City of ("City")** and **the Northwest Society for the Prevention of Cruelty to Animals ("Consultant")**.

In consideration of the terms and conditions herein, the City and the Consultant agree that Agreement No. 2041 shall be amended as follows:

1. Consultant previously agreed to waive its 2% increase in cost for fiscal year 2013/14.
2. City shall pay the Consultant an additional 3% annually for the duration of this contract, as part of this Amendment.
3. The 3% annually for the duration of the contract is authorized by this First Amendment shall be used only to pay the Consultant for animal control services in the City of Oroville.
4. Conflicts between the Agreement and this First Amendment shall be controlled by this First Amendment. All other provisions within Agreement No. 2041 shall remain in full force and effect.

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

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CITY OF OROVILLE

**NORTHWEST SOCIETY FOR THE
PREVENTION OF CRUELTY TO
ANIMALS**

By: 
Linda L. Dahlmeier, Chairperson

By: 

Title: Director

Business License# _____

Tax ID No.: 94-2587540

APPROVED AS TO FORM:

By: 
Scott E. Huber, City Attorney

ATTEST:

By: 
Randy Murphy, City Clerk



NORTHWEST S.P.C.A.

NORTHWEST SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS
2787 SOUTH 5TH AVE OROVILLE, CA 95965
PHONE (530) 533-7636
FAX (530) 533-7684

Spay or Neuter Your Pet

July 20, 2015

City of Oroville
Public Safety Department
ATTN: Bill LaGrone

RE: Newly annexed areas

Dear Director LaGrone,

Thank you for your letter and proposal for animal control and animal housing services for the newly annexed area "A" commonly know as "Southside"

First, thank you for speaking with the county and obtaining their promise not to amend their current contract with us for housing until July 1, 2016. Since we are getting paid by the county to house animals from the newly annexed area, there will be no housing costs to you until July 1, 2016. That represents a savings to you of approximately \$65,000.

Your proposal of \$40,000 for animal control services from October 1, 2015 through June 30, 2016 is minimal based on the calls for services in area "A" of Southside. That amount only allows us to put on one additional person. In the spirit of cooperation, I will take your proposal forward to my board and recommend approval.

With a possible work load increase of 80%, based on the county's calls for service, we may not be able to deliver the same level of service as we are currently providing throughout the city. Are you aware that county animal control officers are mandated to wear bullet proof vests and they usually respond with two animal control officers? Additionally, they have deputies standing by on 40-60% of their calls due to the dangers in this neighborhood.

As discussed at our last meeting, July 1, 2015, we will keep detailed records of calls for service and animals housed in the newly annexed area "A" as a basis for the new contract beginning July 1, 2016.

Lastly, on after hour calls for service within the newly annexed area, we will require a police officer presence and payment for all services rendered (no cap for after hours call outs).

Sincerely,

Lorraine Green
Executive Director

SPCA CONTRACT CALCULATIONS

	Animal Control	Stand by svc		
FY 11-12				
Original contract FY 11/12	257,902.00	8,340.00		
Less credit for antic rev	(19,329.00)			
Annual contract	238,573.00	8,340.00		
Monthly amount paid through 6/30/12	19,881.08	695.00	<u>20,576.08</u>	
FY 12-13	257,902.00	8,340.00	266,242.00	
2% increase	2%	2%		
	5,158.04	166.80		
Paid three months retro	429.84	13.90	443.74	
Original contract + 2% FY 12/13	263,060.04	8,506.80		
Less credit for antic rev	(19,329.00)			
Annual contract	243,731.04	8,506.80	<u>252,237.84</u>	
Monthly amount paid	20,310.92	708.90	<u>21,019.82</u>	
FY 13/14-No increase				
FY 14/15	263,060.04	8,506.80	271,566.84	
3% increase	3%	3%		
	7,891.80	255.20		
5 mos retro	657.65	21.27	678.92	Jul Aug Sep Oct Nov 2014
+ 3% FY 14/15	270,951.84	8,762.00	279,713.85	
Less credit for antic rev	(19,329.00)			
Annual contract	251,622.84	8,762.00	<u>260,384.85</u>	
Monthly amount to pay	20,968.57	730.17	<u>21,698.74</u>	
FY 15/16	270,954.84	8,762.00	279,716.84	
40k per amendments to agreement	40,000.00	0.00		
FY 14/15	310,954.84	8,762.00	319,716.84	
Less credit for antic rev	(19,329.00)			
Annual contract	291,625.84	8,762.00	<u>300,387.84</u>	
Monthly amount to pay Jun-Sep	20,968.57	730.17	21,698.74	3 months 65,096.22
Monthly amount to pay Oct-Jun	25,413.34	730.17	<u>26,143.51</u>	9 months 235,291.59
			<u>300,387.81</u>	

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT
TYSON PARDEE, MANAGER
INFORMATION TECHNOLOGY DIVISION**

RE: PURCHASE OF UPGRADE FOR THE CITY'S WEBSITE

DATE: AUGUST 18, 2015

SUMMARY

The Council may consider the purchase of an upgrade for the City's website, www.cityoforoville.org, in the amount of \$26,500 plus the first year's maintenance fees of \$5,500, for a total of \$32,000.

DISCUSSION

Vision internet is the City's current website hosting company and has been with them for quite a few years. Over the last few years Vision Internet has come out with changes to their website programming structure as well as the features provided to their customers. Currently any new features that Vision Internet creates the City would have to purchase in order to add the functionality to its website. The upgrade would change this. Upgrading to the new CMS6 website version the City will acquire all features offered by Vision Internet as well as any new features they provide in the future.

The current website, www.cityoforoville.org, is built on an older programming language that is starting to not be supported by newer internet browsers. This has become an issue for both City employees who are administering the website and the end users who are trying to navigate the website for information. The upgrade will fix the current issues as well as make the website compatible with future internet browsers.

Some of the newer features that will benefit the City include:

- 1) Responsive design with VisionMobile. The website will size itself to fit the screen size the end user is utilizing. The feature will allow the City to stop the use of its current smartphone application as the website will be mobile friendly.
- 2) Facility directory and scheduling
- 3) Event registration
- 4) Business Directory
- 5) Form/Survey tools
- 6) govTrack CRM (This tool will allow citizens to report issues they might find around the city like potholes or fallen tree limbs)
- 7) RFP Postings

- 8) Meetings Manager
- 9) OneClick Social Networking

FISCAL IMPACT

Appropriation is available from the following:

- \$27,000 – Budgeted line item for 2015/2016
- \$2,400 – Budgeted yearly maintenance for Vision Internet
- \$5,000 – Budgeted yearly maintenance for the City's smartphone application

The yearly maintenance for the website will increase from the current \$2,400 a year to the new \$6,600 a year. The difference will be made up by the budgeted money for the City's current smartphone application. The new website will work for all mobile devices so it eliminates the need for the current smartphone application. The City will discontinue its use: Account No. 001-6045-1475 (IT Budget)

RECOMMENDATIONS

Authorize the purchase of an upgrade for the City's website, in the amount of \$26,500, plus the first year's maintenance fees of \$5,500, for a total of \$32,000.

ATTACHMENTS

Oroville, CA – MSA.doc



creating what's next
for the City of Oroville

Project Name:

Project Overview

List of Services	Fees
Vision Internet Providers will perform the following services for the City of Oroville:	
› Website Platform Upgrade Services	› \$25,400
› visionLive™ Subscription Services	› \$6,600 + 5% increase

Contacts

City Project Manager

- › Name:
- › Address:
- › Phone:
- › Email:
- › Fax:

City Contract Contact

- › Name:
- › Address:
- › Phone:
- › Email:
- › Fax:

Vision Internet Project Manager

- › Name:
- › Address: 2530 Wilshire Blvd., 2nd Floor, Santa Monica, CA 90403
- › Phone: (310) 656-3100
- › Email:
- › Fax: (310) 656-3103

Vision Internet Contract Contact

Client's Initials _____

Contractor's Initials _____



Vision Internet Contract Contact	
› Name:	Contract Administrator
› Address:	2530 Wilshire Blvd., 2 nd Floor, Santa Monica, CA
› Phone:	(310) 656-3100
› Email:	contracts@visioninternet.com
› Fax:	(310) 656-3103

terms and conditions

These Terms and Conditions (this "**Agreement**") are made and entered into effective as of the date of the last signature below by and between Vision Technology Solutions, LLC dba VISION INTERNET PROVIDERS ("**Contractor**"), and the customer which is a signatory hereto ("**Client**"). Client and Contractor are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**."

1. Services. This Agreement (which includes the Addendum(s) attached hereto) sets forth the entire terms and conditions by which Contractor will deliver and Customer will receive any and all of the services provided by Contractor, including one or more of the following: website development, shared website and database hosting, maintenance, visionLive™ subscription services, professional/support services, content delivery and/or other extra work and services (collectively, the "**Services**") and supersedes all other written or oral agreements, proposals or understandings with regard to the Services provided for herein. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties. This Agreement is intended to cover any and all Services ordered by Client and provided by Contractor.

Contractor will provide Services to Client as requested by Client and as set forth in the applicable Addendum(s) attached to and incorporated into this Agreement in exchange for payment of related fees specified in such Addendum(s) and compliance with the terms and conditions of this Agreement. To the extent allowed by law, this Agreement, Client activities and all discussions regarding Client website development shall be treated as confidential and shall not be disclosed to parties other than representatives of Contractor and the authorized representatives of Client. It is agreed that a designee of Client, _____, will be the project manager, with all decision making authority on behalf of Client, for purposes of this Agreement.

2. Subsequent Extra Work/Other Services. Additional services not initially covered in this Agreement (including the Addendum referenced above) and extra hours will be presented to Client for approval prior to commencement of work ("**Extra Work**"). Extra Work will be set forth in an amendment to this Agreement signed by the Parties and designated as Addendum E-1, E-2, etc., as applicable, and billed at Contractor's then prevailing hourly rates, which are currently as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. Client shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Calls outside of Business Hours for support services unrelated to the website being down for more than ten (10) minutes will be subject to a minimum fee of \$135.

3. Documents & Data; Limited Licensing of Intellectual Property. Contractor agrees that Client will retain ownership of all information and content (including Client provided logos and images) owned exclusively by Client and provided by Client for use on its website; and upon payment in full, Contractor also grants a non-exclusive, non-transferrable and perpetual license for Client to copy, use, or modify for its own use, any and all

Client's Initials _____

Contractor's Initials _____



copyrights, designs, and other intellectual property embodied in Client's website which are prepared or caused to be prepared by Contractor under this Agreement. Notwithstanding anything to the contrary, Client understands and agrees that Contractor shall retain all rights, title, and interests in and to all other Contractor intellectual property of any kind or nature including without limitation the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool), and Dynamic and Interactive Components, and any other Contractor intellectual property.

4. Limited Warranty. If Contractor performs Website Development and/or Custom Programming services, Contractor warrants that all of the deliverables set forth in Addendum A will be conveyed to Client upon transfer of the website to the production server or delivery of website files to Client ("**Completion**"), as applicable. All programming code developed by Contractor within the project is warranted to be free of any errors or bugs that prevent the code from performing as originally intended ("**Warranted Problem**") for a period of twelve (12) months from the date of Completion. Contractor will create a backup of the website on the date of Completion. If any Warranted Problem arises while Client or its designee is maintaining the website, Contractor will restore the website back to its condition as it existed at Completion. If Contractor is hosting and/or maintaining the website pursuant to one or more Addendums to this Agreement, Contractor shall restore the website back to its condition as it existed at the day of the most recent backup. Contractor shall provide compiled code upon Client's request. Contractor shall only be responsible for any costs associated with correcting any unmodified programming code during this twelve (12) month period following the Completion. Except as expressly set forth above, CONTRACTOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE WHATSOEVER, AND USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THERE FROM IS AT CLIENT'S OWN RISK AS THE SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. In no event, at any time, shall the aggregate liability of Contractor under this Agreement or otherwise exceed the amount of fees paid by Client to Contractor in the most recent twelve months, and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused. Contractor does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided, nor any third-party applications and software obtained by, for, or on behalf of Client. Contractor assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, mis-deliveries, delays, non-deliveries, access speed, or service interruptions of any kind. Client acknowledges that the information available through the interconnecting networks may not be accurate. Contractor has no ability or authority over the material. In addition, Contractor has no liability for the quality, accuracy, or validity of the data/information gathered from the Internet. Use of information gathered through the use of Contractor services is at the risk of the Client.

5. No Guarantees. Contractor does not warrant any results from the use of any web pages created, hosted and/or maintained under this Agreement, including but not limited to, the number of page or site visitations, download speed, database performance, or the number of hits or impressions. Although Contractor may offer an opinion about possible results regarding the subject matter of this Agreement, Contractor cannot and does not guarantee any particular result. Client acknowledges that Contractor has made no promises about the outcome and that any opinion offered by Contractor in the future will not constitute a guarantee.

6. Rights Regarding Content. Each Party warrants that it holds all rights and/or licenses necessary to display all of the images, data, information or other items supplied by such Party and being displayed on the Client's web pages during the effective period of this Agreement. Client expressly authorizes Contractor to display and/or modify any Client supplied images, data, information and other items in connection with the services provided herein.

7. Legal Use. Client agrees to use its website at all times in strict accordance with, but not limited to, all applicable laws, including local, state, and federal laws. Client hereby agrees that any text, data, graphics, or any other material published by Client on its website is free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of



others, and is free from obscenity or libel. Client agrees not to use any process, program or tool via Contractor for gaining unauthorized access to the accounts of other Contractor clients, customers or account holders or other Contractor systems. Client agrees not to use Contractor services to make unauthorized attempts to access the systems and networks of others. Any attempt to do so will result in immediate termination of Contractor services at Contractor's discretion.

8. Indemnity. Contractor will defend, hold harmless and indemnify Client from and against all liability, loss, cost, damage, or expense, including reasonable attorney's fees (collectively, "**Costs**"), resulting from any claim of injury to person, damages to property, or monetary damages arising solely out of Contractor's negligence or intentional misconduct or failure to perform obligations under this Agreement. Client will defend, hold harmless, and indemnify Contractor, its officers, directors, shareholders, employees, and agents from and against all Costs resulting from any claim of injury to person, damages to property, or monetary damages arising out of Client's negligence or intentional misconduct or failure to perform obligations under this Agreement.

9. Timing. Estimated times are included for convenience. Actual times will vary depending on Client interaction and participation. However, the Parties agree to reasonably cooperate with one another in all respects including, if applicable, in the construction and design of the website in a timely manner.

10. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of California, excluding choice of law provisions thereof. Any cause of action of Client with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred. The Uniform Computer Information Transactions Act or any version thereof, adopted by any state in any form ("**UCITA**"), shall not apply to this Agreement and, to the extent that UCITA is applicable, the parties agree to opt-out of its applicability pursuant to its provisions. In the event a judicial proceeding is necessary, except for permitted equitable relief, the sole forum for resolving disputes arising under or relating to this Agreement are the State and/or federal district courts located in the County of Butte, State of California, and all related appellate courts, and the parties hereby consent to the jurisdiction of such courts, and that venue shall be in the County of Butte, State of California. Each party hereto waives any right to challenge or move the foregoing designated jurisdictions and venue on grounds of inconvenient forum. Service of process may be made in any manner provided for by applicable law.

11. Waiver. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

12. Conduct. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement, except as expressly stated herein.

13. Authority. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he or she (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement and each initialed Addendum for such person or entity, and (c) expressly consents and agrees that the entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

14. Interpretation. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties.

15. Counsel. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel.



As a result, the Parties do not believe that the presumptions of California Civil Code section 1654 relating to the interpretation of contracts against the drafter of any particular clause should be applied in this case and therefore the Parties knowingly and freely waive its effects.

16. Intentionally omitted.

17. Independent Contractor Relationship. The relationship of Contractor, including, without limitation, its employees and subcontractors) with Client is that of an independent contractor and nothing in this Agreement and/or any Addendum shall be construed to create a partnership, joint venture, or employer-employee relationship. Contractor acknowledges and agrees that neither it, nor any of its employees or subcontractors, is or shall be an agent of Client and none of the foregoing is or shall be authorized to make any representation, contract, or commitment on behalf of Client.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Contractor's receipt of an executed copy of this Agreement.

19. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

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

21. Headings. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.

22. Survival. The terms and conditions of Sections 3 (Documents & Data; Limited Licensing of Intellectual Property), 4-8 (Limited Warranty through Indemnity), 10 (Governing Law & Venue), 16 (Prevailing Party), 22 (Survival) and 25 (No Hire) shall survive any termination or expiration of this Agreement.

23. Cooperative Programs. Contractor shall agree to offer the prices and terms and conditions offered herein to other state, local, county, education, and municipal government agencies in the United States who wish to participate in a cooperative purchase program with Contractor.

24. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

25. No Hire. During the period Contractor provides any Services to Client and for one (1) year thereafter, Client shall not, directly or indirectly, solicit or offer to hire, hire, or retain as an employee or contractor persons employed or retained then or within the preceding six (6) months by Contractor (or any of its affiliates), without Contractor's prior written consent in each instance. If Client violates this Section and hires or retains any such person(s), then Client shall immediately pay to Contractor, as liquidated damages, an amount equal to the annual gross compensation (including all salary, commissions, and bonuses, whether paid in cash, equity or otherwise) paid to or earned by the applicable person(s) in the preceding twelve-month period.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this

Client's Initials_____

Contractor's Initials_____



Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party hereto, except that Contractor may assign this Agreement without Client's consent to an affiliate of Contractor or in connection with a change of control of Contractor.

27. Notices. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each Party as indicated on Page 1 of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Master Services Agreement to be signed by their duly authorized representatives and given effect as of the last signature date below (the "**Effective Date**").

"Client"

CITY OF OROVILLE

Signature: _____

Name: _____

Title: _____

Date: _____

"Contractor"

VISION TECHNOLOGY SOLUTIONS, LLC, DBA VISION INTERNET PROVIDERS

Signature: _____

Name: David M. Nachman

Title: Chief Executive Officer

Date: _____, 2015

Addendums:

- A Website Development Services (and/or Other Services, if applicable)
- B visionLive™ Subscription Services
- C N/A
- D N/A
- E N/A

Client's Initials _____

Contractor's Initials _____



Addendum A

website platform upgrade services

Included Services

Graphic Design

The Contractor will provide Client with one homepage design concept for approval. The Contractor will provide revisions of the homepage design concept. Upon approval of the final homepage design concept by the Client, the Contractor will provide up to three interior page designs per standard layouts available through Contractor's template builder and visionCMS™ widget requirements. The Contractor will deliver the following:

- One homepage design concept
- Approved homepage design
- Up to three interior page templates

Additional HTML Template

The Contractor will provide Client with an HTML template that vendors of third-party components can use. Additional web-interfaces with third-party databases and systems are outside the scope of work of this Addendum A.

Vision Content Management System™ Interactive Components and Features

The Contractor will implement Client's website using the Vision Content Management System™ ("visionCMS™"). Customization of the visionCMS™ includes the frontend graphic design and layout as well as adding or subtracting fields for your specific needs.

The visionCMS™ will be implemented with the following components:

SITE ADMINISTRATION AND SECURITY

- | | |
|---|---|
| ➤ Audit Trail Log | ➤ Flexible Site Variable Settings |
| ➤ Backend Content Title Search | ➤ Image Library |
| ➤ Backend Dashboard | ➤ Page Template Library |
| ➤ Broken Link Reporter | ➤ Personal Toolbar |
| ➤ Content Review and Publishing | ➤ Role-Based Security |
| ➤ Component Manager | ➤ Scheduled Content Review |
| ➤ Content Scheduling | ➤ SiteMaster Template Builder |
| ➤ Context Sensitive Online Help | ➤ Submission Validation (reCAPTCHA) |
| ➤ Departmental Page Restrictions | ➤ Recycle Bin |
| ➤ Document Central | ➤ Updated and Expired Content Reporting |
| ➤ Drag and Drop Multiple File and Image Uploading | ➤ Web Traffic Statistics |
| ➤ Email Address Masking | ➤ Widget-based Layout Options |
| ➤ Enhanced User Interface | ➤ Workspace |



CONTENT EDITING

- › Advanced WYSIWYG Editor
- › Search and Replace
- › Spell Checker
- › Style Gallery
- › Table Wizard
- › Undo/Redo
- › User Commenting
- › Version Control

ADVANCED NAVIGATION MANAGEMENT

- › Automatic Breadcrumbs
- › Connected Pages
- › Content Categories
- › Dynamic Drop Down Menus
- › Error 404 (Page Not Found) Handling
- › External Link Splash Page
- › Friendly URL Redirect
- › Navigation Control
- › Navigation Redirect
- › Page Linking
- › Quick Links
- › Single-Source Publishing
- › Site Search (Google CSE)
- › Sitemap Generator

USER EXPERIENCE AND INTERACTIVITY

- › Business Directory
- › Business Submissions
- › Community Spotlight
- › Dynamic Calendar System
- › Dynamic Homepage
- › Event Registrations
- › Event Submissions
- › Facilities Directory
- › Facilities Reservations
- › Feedback Form
- › Form Builder
- › Frequently Asked Questions
- › In-page Content Editing
- › Job Application Manager
- › Job Posts
- › News
- › Online Polls
- › RFP Posts
- › Rotating Homepage Banners
- › Service Directory
- › Single Sign On
- › Staff Directory
- › Sticky News

DEPARTMENT MANAGEMENT

- › Department-Level Administration
- › Department-Level Navigation
- › Department-Level Sitemap

OUTREACH, MEDIA, AND SOCIAL NETWORKING

- › Audio and Video Embedding
- › Bookmark and Share
- › eNotification
- › Emergency Alert (site wide)
- › Facebook FeedReader
- › GovTrack CRM™
- › OneClick Social Networking™
- › Photo Gallery & Slideshow
- › RSS FeedReader™
- › Social Media Feed Reader



› Forward to a Friend

› Twitter FeedReader

ACCESSIBILITY

› Automatic Alt-Tags

› Printer Friendly Pages

› Dynamic Font Resizing

› Table Accessibility Tools

› Dynamic Reader Download Links

ADDITIONAL INTERACTIVE COMPONENTS AND FEATURES

› Approval Cycle

› Responsive Design with visionMobile™

Project Notes

Please note:

- › Client-created customizations or integrations to the site files or database, will not carry over to the new visionCMS™. Client may be responsible for identifying any customizations they have made and implementing them in the new system.
- › The following component will carry over to the new visionCMS™:
 - Approval Cycle
- › Contractor will migrate existing content to the new site except for content from the custom components above and from the Form Tool, Polling Tool, Service Requests and Facilities directory. These Tools have been revamped and Client will need to recreate the content currently used on the website.

By Initialing below, Client acknowledges that Client agrees to and understands the Project Notes Section.



Implementation Stages and Project Schedule

The table below shows the projected development and launch schedule along with a list of key deliverables/milestones.

Implementation Step	Avg. Duration
Vision Stage <ul style="list-style-type: none"> Initial kick-off call with Client's project manager Survey preparation and review Review project goals and timeline 	2 - 4 Weeks
Design Stage <ul style="list-style-type: none"> Unique, custom graphic design Custom icons, buttons, screen elements, and backgrounds Homepage design comp 	3 - 4 Weeks
Development Stage <ul style="list-style-type: none"> Implementation of visionCMS™ Integration of interactive components Initial (scripted) content migration 	4 - 9 Weeks
Quality Assurance, Documentation, and Training Stage <ul style="list-style-type: none"> Final testing One day web-based training 	2 - 3 Weeks
Soft Launch & Final Launch <ul style="list-style-type: none"> Final (scripted) content migration Move website to production server Completed website Website goes live 	2 Weeks
Total estimated time to launch	13 - 22 Weeks

* The schedule may vary depending on additional components and participant decision times.

Website Development Fees

Client agrees to pay Contractor for Website Development as follows:

- Price.** Contractor agrees to perform work set forth in this Addendum A for \$25,400.

Service	Budget
visionCMS™ Upgrade	
➤ Upgrade to the newest VCMS™	\$26,500
➤ Graphic Redesign.	



Responsive Design.	
DISCOUNT	(\$1,100)
Total	\$25,400

2. Payment. Client agrees to pay Contractor as follows:

- (a) An initial payment equal to 50% of the total cost;
- (b) A payment equal to 50% of the total cost within 21 days after Completion.

Additional Website Development Terms and Conditions

1. Client understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 9, 10, and 11, and the latest released versions at the time of Completion of: Firefox, Chrome, and Safari. Website backend will be compatible with Internet Explorer 9, 10, and 11, and the latest released version at the time of Completion of Firefox. Website may not be compatible with previous or future versions. Website backend will be optimized for 1024 x 768 pixels resolution or above. Client understands and agrees that the website will be developed with Hypertext Markup Language ("HTML"), CSS, JavaScript, and Microsoft ASP.NET ("MS-ASP") interfaced with a database created in Microsoft SQL Server 2012 ("MS-SQL"). Client understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("MS-Server"). visionMobile™, if provided under this Agreement, will be compatible with the latest released versions at the time of Completion of iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer. visionMobile™ may not be compatible with previous or future versions. visionMobile™, if provided under this Agreement, shall include "Powered by Vision Internet" in the footer and always be linked to a Contractor web page. Client is responsible for the costs of all software licensing. All of the web browsers listed in this section, and any others added by Contractor at its discretion are herein referred to collectively as the "**Supported Web Browsers**".

2. Client understands and agrees that the website frontend and content migrated by Contractor will be designed to be compliant with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), hereinafter referred to as "Section 508" guidelines on accessibility as follows: Compliance standards will be verified via SortSite™ to be compliant to automatic checkpoints prior to Completion. Client understands and agrees that website backend and third party tools may not be Section 508 compliant. Contractor is not responsible for content migrated by Client or any third party.

3. Contractor may use any web pages developed for the Client in any of its own promotional materials as examples of its work. Client agrees that Contractor may place in the website footer an unobtrusive text link reading "Developed by Vision Internet" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.

4. Client Content. Client shall supply all necessary information to Contractor in a timely manner in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork and preexisting graphics. Contractor is not responsible for content migrated by Client or any third party.



Addendum B

visionLive™ subscription services

Subscription Services

Pursuant to the terms herein, Contractor agrees to provide Hosting Services, Upgrade Services, and Support Services (collectively "**Subscription Services**") as provided below for the Client's Website, which utilizes Contractor's Vision Content Management System ("**VCMS**") developed under a prior agreement by and between Contractor and Client or this Agreement ("**Website Development Agreement**"). Contractor will provide Subscription Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Addendum and the Agreement. Subscription Services include the following:

Hosting Services. Contractor will provide shared website hosting on a Microsoft Windows Server 2012 R2 and shared database hosting on a Microsoft SQL Server 2012 for one (1) unique VCMS website. Websites exceeding 10GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment. The shared server hosting environment is as follows: Quad-core or Hex-core processors; 10 GB~16 GB memory per hosting virtual server; VMware High Availability Configuration; RAID 50 and up Storage Area Network Configuration.

Upgrade Services. Contractor will provide Upgrade Services for improvements made to Contractor's platform which include:

- Enhancements to the backend VCMS functionality.
- Enhancements to the Included Interactive Components (as listed in Addendum A) that were developed under Addendum A or other prior agreement entered into by and between Contractor and Client.
- New visionLive™ Interactive Components that may be released from time to time by Contractor.
- Bug fixes to the VCMS code.
- Updates to provide compatibility to future versions of Supported Web Browsers (as listed in Addendum A) within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

To receive the Upgrade Services, a non-interrupted Subscription Services Addendum must be in place from time of website launch and the VCMS code must be unmodified.

Upgrade Services do not include:

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- Updates to provide compatibility to third-party products, except for those included in VCMS.
- Upgrades that require modification or customization to website design.
- System configuration, website content editing and/or formatting, website design, custom data updates, etc.

Support Services. Support Services is defined as technical support for the unmodified VCMS. Contractor will provide Support Services to a designated Client account manager, system administrator or



webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time Monday through Friday excluding holidays ("**Business Hours**"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as Client's website being down for more than ten (10) minutes.

Redesign Services. At the conclusion of year four of uninterrupted Subscription Services, the Client will be entitled to a basic graphic redesign of one (1) website. Basic graphic redesign does not include design themes. Services shall include:

- > Project Management
- > Wireframe Development
- > Graphic Design Development with one preliminary concept
- > Graphic Production

Contractor will not develop a sitemap or new content as part of the redesign, but will assist Client in transferring existing content into the new design.

Included Interactive Components and Features. The initial Included Interactive Components and Features pursuant to Addendum A are provided in Client's project, subject to upgrades and revisions based on Contractor's then current Included Interactive Components listed on the Roadmap. Additional options may be available and can be added for an additional fee.

Customizations. The following are customizations provided in Client's project: None.

Unless Client has retained other Services from Contractor under the applicable Addendum, Client is solely and exclusively responsible for all services not expressly provided for in this Addendum. Any changes, alterations or modification requested by the Client to their Website may be subject to a fee to be quoted by a Contractor representative at the time of the request.

Term

Contractor shall provide Subscription Services for a period of four years commencing when the website is hosted on Contractor's production server ("**Initial Term**"). With respect to the Initial Term, unless one Party has given written notice to the other Party of its intent not to renew this Addendum at least thirty (30) days prior to expiration of the Initial Term, this Addendum will continue in effect on a year-to-year basis thereafter until one Party gives written notice to the other of its intent not to renew this Addendum at least thirty (30) days prior to the expiration of any renewal term. If the Term of this Addendum is extended or renewed in accordance with the foregoing, all of the terms and conditions of this Addendum and the Agreement shall continue, unmodified, in full force and effect, until the end of the last applicable renewal or extension Term, except for fees charged as set forth below.

Subscription Fees

Rate: \$6,600 per year payable to Contractor in U.S. funds in advance, which rate shall be increased by five percent (5%) per year, for each year of the Initial Term, and any and all renewal terms. Contractor shall invoice Client annually within thirty days of start of service or any renewal term.

Additional Maintenance Terms and Conditions

I. Website Usage

(a) Client shall use the Subscription Services in strict accordance with, but not limited to, all local, state, and federal laws. Client shall not use the Subscription Services for any unlawful or destructive purpose including, but not limited to, copyright and/or trademark infringement. Client hereby represents and warrants that any text, data,



graphics, or any other material displayed or published by the Client on its Website is, and shall continue to be, throughout the term of this Agreement, free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscene or libelous material.

(b) Client represents and warrants that it has or has obtained all rights necessary to display all the images, data, information or other items being displayed on the Client's Website. Client expressly authorizes Contractor to display those images, data, information or other items.

(c) Client shall not misuse any of Contractor's resources or cause any disruption to Contractor's business ("**Misuse**"). Examples of Misuse include, but are not limited to, the display of pornography or linking to pornographic material, the sending of chain letters, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted in this manner (including, but not limited to, what is commonly referred to as "Spam").

(d) Client shall not use any process, program or tool via Contractor for gaining unauthorized access to the accounts of other parties, including but not limited to, other Contractor clients, customers or account holders or other Contractor systems. Client shall not use Subscription Services to make unauthorized attempts to access the systems and networks of others. Client shall not use Contractor's services as a door or signpost to another server.

(e) Client shall not use Subscription Services in a manner in which system or network resources are unreasonably denied to other Contractor clients.

(f) Client will have password access to the VCMS through the Subscription Services. Client agrees to be responsible for keeping all passwords secure and will immediately notify Contractor if a password is lost, stolen or compromised in any way. Client shall be responsible for all use of Subscription Services accessed through the Client's passwords. The Client's passwords are not transferable to any third party and are subject to any limits established by Contractor.

2. The Internet. Client acknowledges that the reliability, availability and performance of resources accessed through the Internet are beyond Contractor's control and are not in any way warranted or supported by Contractor. Client acknowledges that safeguards relative to copyright, ownership, decency, reliability and integrity of content may be entirely lacking with respect to the Internet and content accessible through it. Contractor makes no warranty that any systems accessed will be free of computer viruses. Client is responsible for making backup copies of their files. Client assumes all risk and liability of its use of the Internet.

Client specifically acknowledges that Contractor provides access to other systems not controlled by Contractor including, but not limited to, discussion groups, RSS feeds, websites and databases, that may contain pictures and language intended for adult audiences. Client further understands that Contractor is not responsible for any damages that may result from exposure to such material and Client agrees to hold Contractor harmless from any damages that may result.

3. Domain Name and Secure Digital Certificate. If agreed to under this Agreement, Contractor will apply for a custom domain name of Client's choosing. Contractor cannot guarantee the availability of any particular name. Client is responsible for all fees charged by the registrar (i.e. Verisign or Dotster) including setup and renewal fees. Client shall be responsible for all licensing fees, if any, including but not limited to secure digital certificate renewal fees. Contractor shall not be responsible for maintaining or renewing domain names, digital certificates, or any other third party registrations.

4. Breach. If Client breaches any term of this Addendum and/or the Agreement, Contractor reserves the right to suspend access to the Client's Website without prior notice and may terminate this Addendum and/or the



Agreement. However, if access is only suspended, Client shall remain liable for all payments due hereunder as if access had not been interrupted.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

RE: RE-INSTATEMENT OF ASSOCIATE ENGINEER POSITION

DATE: AUGUST 18, 2015

SUMMARY

The Council may consider the re-instatement of an Associate Engineer for the Community Development Department (CDD).

BACKGROUND

The CDD last had an Associate Engineer during the 2011 – 2012 fiscal year. The Associate Engineer retired in 2012 and the position was frozen due to the budget deficit that existed at that time. For the last three years (2012 – 2015), all work that was the responsibility of the Associated Engineer was assumed by the current Interim City Engineer. These duties included managing the airport capital improvements program, airport day to day maintenance and inspections, sewer rehabilitation projects, federal and state permit compliance, recycling compliance and other administrative duties.

Without an Associate Engineer, the City's engineering projects backlog has grown, with the result being that project delivery has reached a critical stage. Compliance with new stormwater regulations and the advancement of sewer rehabilitation projects are now 1 – 2 years behind schedule, which puts the City at risk as both the stormwater and sewer systems are regulated by State permits.

The re-instatement of the Associate Engineer was discussed during the budget process for the current budget year, and this item has been brought back to the Council for final approval.

FISCAL IMPACT

The salary and benefits for this position (\$108,000 – Step D) would be paid as follows:

45% - Sewer Fund (Funds available) Account No. 101-5010-4000
30% - Airport Fund (Funds available) Account No. 130-5010-3500
25% - Recycling Fund (Funds available – increase required and expected)
Account No. 119-5010-1995

Currently, the Recycling Fund receives \$13,000 in annual revenue from Recology based on \$0.25 per customer for compliance with state recycling regulations. Staff has discussed with Oroville Recology operations manager the need to increase the Recycling Fund revenue to an annual level of approximately \$25,000 for this position. Recology has indicated a willingness to pursue an increase to the revenue for the Recycling Fund.

RECOMMENDATIONS

1. Approve the re-instatement of the Associate Engineer position at \$108,000 (Step D).
2. Authorize the recruitment for a new Associate Engineer.

ATTACHMENTS

Associate Engineer Job Description

CITY OF OROVILLE

ASSOCIATE CIVIL ENGINEER

DEFINITION

To perform responsible and difficult engineering and project management work in the design, investigation, construction and inspection of public works and facilities; to perform a variety of administrative engineering functions; and to perform related work as required.

SUPERVISION RECEIVED AND EXERCISED

Under general direction of the Senior Civil Engineer/Project Manager.

EXAMPLES OF ESSENTIAL FUNCTIONS

Prepare plans and specifications for the design, construction, and maintenance/operation of a variety of public works facilities and projects, including wastewater utility, solid waste, street, storm drain, storm water management, and traffic/transportation systems; ensure conformance to City standards and practices.

Research project design requirements and perform related calculations; conduct plan checks to ensure contractor and/or in-force compliance with City and various environmental regulatory standards; prepare time and material cost estimates, especially as related to existing or anticipated project budgets.

Delegate routine research, design, and drafting tasks to technical staff; review completed work and identify solutions for solving design, construction, maintenance/operational problems; research publications and industry information sources as needed.

Order survey, mapping, and data collection as appropriate; perform field inspections, including survey work as necessary, to investigate and resolve field problems affecting property owners, contractors and maintenance operations; prepare estimates and feasibility reports for new or modified services and structures.

Review and process private development plans as related to streets, storm drains, traffic/transportation, water/wastewater utilities, solid waste systems, and related public works facilities and systems; ensure that such plans comply with City standards and requirements.

Prepare engineering studies and reports; participate in coordinating public works-related activities with other City departments, divisions, and sections, outside

agencies, citizens, consultants, and developers; provide staff support to a variety of City boards, commissions, and committees as assigned.

May participate in selection of staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.

Prepare budget related to area of assignment.

Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service.

Oversee, train, and evaluate the work of technical staff, as assigned.

Perform related duties as assigned.

TOOLS AND EQUIPMENT USED

Personal computer, including word processing; spreadsheet and data base and computer-aided-design software; standard drafting tools; surveying equipment including level, theodolite, GPS and other electronic distance measuring devices; motor vehicle; phone; mobile radio.

PHYSICAL DEMANDS

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments, construction sites, or public works facilities. Hand-eye coordination is necessary to operating drafting instruments, computers and various pieces of office and field equipment. While performing the duties of this job, the employee is occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk and hear and smell. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration. The noise level in the work environment is usually quiet to moderate.

DESIRED QUALIFICATIONS

Knowledge of: Principles and practices of engineering as applied to public works or traffic; methods, materials and techniques used in the construction of complex public works projects; modern developments, current literature and sources of

information regarding engineering; policies and procedures similar to those utilized by the City; computers and relevant software. Experience: Two years, full-time of progressively responsible experience comparable to that of assistant or entry level engineer.

EDUCATION

Equivalent to a Bachelor's Degree from an accredited college or university with major course work in civil engineering supplemented by a California Professional Civil Engineering License, or the ability to obtain within 12 months from time of appointment.

ADDITIONAL REQUIREMENT

Possession of, or the ability to obtain a valid California Driver License by the time of appointment. Individuals who do not meet this requirement due to a disability will be reviewed on a case-by-case basis.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

RE: NEW HIRES – SEWER DIVISION PUBLIC WORKS OPERATOR 1

DATE: AUGUST 18, 2015

SUMMARY

The Council may consider the recruitment for two new Public Works Operator I's for the Sewer Division.

BACKGROUND

The adopted FY 2015 – 2016 Sewer Fund budget includes salary expenditures for two additional Public Works Operator I's (PWO1). These two new positions are designed to staff a full time Sewer Pipe Patch Program to accelerate the rate of sewer system rehabilitation. The Engineering Division estimates that approximately 500 – 1,000 internal pipe patches need to be placed over the next 5 – 7 years to repair sewer mains with minor to moderate defects. The Sewer Pipe Patching Program is an important component to the City's sewer rehabilitation program in that for many pipes with structural defects, patching is more cost effective vs. lining or open trench excavation and replacement.

FISCAL IMPACT

The salary and benefits for these 2 positions (\$60,000 – Step C) would be paid as follows:

100% - Sewer Fund (Funds available)

Account No. 101-5010-4000 (Sewer)

RECOMMENDATIONS

Authorize the recruitment for two (2) new Pubic Works Operator I's.

ATTACHMENTS

Public Works Operator I Job Description

PUBLIC WORKS OPERATOR I

DEFINITION

To perform unskilled and semi-skilled manual labor in the construction, maintenance and repair of City streets, storm drains, sewer systems, and related appurtenances; to operate light and moderately heavy maintenance and construction equipment used on public works projects; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives close supervision from the Public Works Operations Manager and direction from Public Works Operator III and Operator II.

EXAMPLES OF ESSENTIAL FUNCTIONS - *Essential functions may include, but are not limited to, the following:*

Performs heavy manual labor duties as required in the construction, maintenance and repair of streets, curbs, gutters, sidewalks, storm drains, sewer systems and Airport properties, including but not limited to preparing street surfaces for patching and/or resurfacing; shoveling and spreading gravel, sand, asphalt and other materials on streets; assisting with the paving, patching, oiling, sealing and smoothing of roads; laying pipes for sewer and storm drains; cleaning, maintaining and repairing sewer mains, lines and lift stations.

Assists in maintaining airport buildings, runways, taxi lights and other special facilities and equipment.

Sets forms and finishes concrete for sidewalks, curbs, gutters, wheelchair ramps, etc.

Fabricates, installs, maintains and repairs street signs; paints street and parking lot markings.

May operate light and moderately heavy construction and maintenance equipment, including vehicles, various trucks, street sweeper, sewer jet rodder, street roller, manlift, tamper, lawn care equipment, concrete mixer, paint machine, sewer TV van; uses a two-way radio, masonry tools, carpentry tools, mechanic's tools, plumbing tools, various other common hand and power tools, measuring devices, and safety gear.

Loads and hauls water, gravel, rock, debris and various other materials to and from construction sites.

Provides traffic control around work sites, including setting up barricades, warning signs and cones, and flagging traffic.

Responds to emergency situations as required.

Performs general building and grounds maintenance work as requested; maintains clean and orderly work areas.

Performs weed abatement duties related to public works projects and operations.

Performs routine inspection and safety checks on equipment; cleans, maintains and performs minor adjustments to equipment as necessary.

Maintains routine records of work performed.

Performs all work in compliance with department policies and procedures, standards of quality and safety, approved plans and specifications.

May work on call during evenings, weekends and holidays as scheduled.

Assists with special projects or assignments as required.

MINIMUM QUALIFICATIONS

Knowledge of:

Modern principles, practices, techniques, equipment, materials and tools used in general construction and maintenance operations.

Safe and proper operation and maintenance of tools and equipment used in public works construction and maintenance operations.

General use and purpose of construction and maintenance materials.

Basic record-keeping techniques.

Ability to:

Read, learn, understand and apply pertinent policies, procedures, regulations and standards.

Understand and follow oral and written instructions.

Read and understand sketches, diagrams and blueprints.

Perform heavy manual labor work.

Safely operate assigned equipment and tools; work safely in heavy traffic or limited space conditions.

Read and write at a level required for successful job performance.

Maintain and prepare routine records.

Perform mathematical computations with accuracy.

Establish and maintain effective working relationships with those contacted in the course of work.

Meet the physical requirements necessary to safely and effectively perform the required duties.

Experience:

One year of experience in street, storm drain and sewer system maintenance or general construction.

Education:

High school diploma or GED equivalent.

Additional Requirements:

Possession of a valid California driver's license and the ability to obtain a California Class "B" license within one year of employment date.

TYPICAL WORKING CONDITIONS

Work is regularly performed in field environment. Incumbent drives on surface streets, operates heavy machinery on surface streets and construction sites; traverses uneven terrain on foot. Worker may be exposed to traffic and construction hazards, fire hazards, electrical currents, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, humidity, heights, confined spaces, fumes, dusts, odors, toxic or caustic chemicals, pathogens, solvents, grease / oil, vibration.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility and stamina to exert strenuous physical effort in a field environment. Requires the ability to operate vehicles and heavy equipment; walk, stand, climb, balance, stoop, kneel, crouch, crawl and reach while performing field work; lift and/or move up to 25 pounds frequently and up to 100 pounds occasionally; use hands to finger, handle, feel or operate objects, tools and controls. Tasks require visual and sound perception and discrimination, and oral communications ability.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT
RICK FARLEY, RDA COORDINATOR**

**RE: PURCHASE AND SALE AGREEMENTS OF FORMER OROVILLE
REDEVELOPMENT AGENCY PROPERTIES**

DATE: AUGUST 18, 2015

SUMMARY

The Council may consider recommending approval of the Sale and Purchase Agreements to the Oversight Board for the Successor Agency of the City of Oroville (OB) of six of the former Oroville Redevelopment Agency (RDA) properties pursuant to the Long-Range Property Management Plan (LRPMP), approved by the State Department of Finance (DOF).

DISCUSSION

The Oroville Successor Agency, Oversight Board and the DOF reviewed and approved the LRPMP.

Long Range Property Management Plan

The former Oroville Redevelopment Agency ("Agency") is the owner of record on the title for ten (10) properties in Oroville.

As stated in the LRPMP:

- Six of these ten properties, 750 Montgomery Street, 2044, 2060 and 2062 Montgomery, 1330 Downer Street, 1305 Myers Street, are proposed to be sold by the Successor Agency with the proceeds of the sale will be deposited into the Redevelopment Obligation Retirement Fund (RORF) for use as a first call for enforceable obligation payments or to be distributed to taxing entities by the Butte County Auditor-Controller in accordance with the Dissolution Act. These are the properties the SA is addressing at this time.

- Two properties that are referred to as the Gateway Properties (035-290-003 and 035-290-039) are vacant land and have been transferred to the City for future development. Compensation agreements with the taxing entities will need to be entered into for these two properties in accordance with the Dissolution Act.

- Two properties, Olive Highway Property No. 1, Olive Highway Property No. 2 are vacant lots and are proposed to be sold by the Successor Agency to the City of Oroville. with the proceeds of the sale will be deposited into the Redevelopment Obligation Retirement Fund (RORF) for use as a first call for enforceable obligation payments or to be distributed to taxing entities by the Butte County Auditor-Controller in accordance with the Dissolution Act.

The properties being recommended to the Oversight Board for sale are summarized as follows:

Property	APN	Buyer	Appraised Value	Sales Price
750 Montgomery *	012-061-009	Jack Underwood	\$56,000	\$56,000
2044 Montgomery	012-032-011	Johnson Family Tr	\$22,000	\$22,000
2060 Montgomery	012-032-010	Johnson Family Tr	\$22,000	\$22,000
2062 Montgomery	012-032-009	Johnson Family Tr	\$18,000	\$18,000
1330 Downer St. *	012-035-015	Tracy Family Trust	\$30,000	\$30,000
1305 Myers St.	012-035-015	Vandervort & Parks	\$68,000	\$68,000
Totals			\$216,000	\$216,000

- 750 Montgomery Street has lead and asbestos issues that will need to be dealt with prior to the close of escrow. The cost is unknown at this time.
- 1330 Downer Street has underground storage tanks (USTs) that will have to be properly dealt with prior to the close of escrow. The cost is unknown at this time.

FISCAL IMPACT

The costs related to the sales of these properties will be included as an obligation on the Recognized Obligation Payment Schedule.

RECOMMENDATION

Adopt Resolution No. 8421 - A RESOLUTION OF THE OROVILLE CITY COUNCIL RECOMMENDING TO THE OVERSIGHT BOARD THAT SIX (6) PROPERTIES, 750 MONTGOMERY STREET, 2044, 2060 and 2062 MONTGOMERY STREET, 1330 DOWNER STREET AND 1305 MYERS STREET, BE SOLD FOR THE APPRAISED VALUE PURSUANT TO THE RESPECTIVE PROPERTY PURCHASE AGREEMENTS.

ATTACHMENTS

Resolution No. 8421

**CITY OF OROVILLE
RESOLUTION NO. 8421**

A RESOLUTION OF THE OROVILLE CITY COUNCIL RECOMMENDING TO THE OVERSIGHT BOARD THAT SIX (6) PROPERTIES, 750 MONTGOMERY STREET, 2044, 2060 and 2062 MONTGOMERY STREET, 1330 DOWNER STREET AND 1305 MYERS STREET, BE SOLD FOR THE APPRAISED VALUE PURSUANT TO THE RESPECTIVE PROPERTY PURCHASE AGREEMENTS

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

1. The Mayor is hereby authorized and directed to execute a Resolution between the Oroville City Council and the Oversight Board recommending that the six properties identified in the staff report dated August 18, 2015, be sold for the appraised value.

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 August 18, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

**RE: WAIVER OF ADMISSION FEES FOR THE GRAND RE-OPENING OF
THE CHINESE TEMPLE AND MUSEUM COMPLEX**

DATE: AUGUST 18, 2015

SUMMARY

The Council may consider waiving the admission fees for the Grand Re-opening of the Chinese Temple & Museum Complex, to be held Thursday, August 27, 2015, from 3:00 p.m. – 7:00 p.m.

DISCUSSION

The City has completed the recent renovations and restoration of the Chinese Temple and Museum Complex. Staff is planning to hold a grand re-opening to showcase the improvements and newly displayed artifacts. The grand re-opening will consist of black dragon tea, light appetizers, keepsake calligraphy bookmarks, entertainment, and a ribbon cutting by the Oroville Chamber of Commerce. Staff anticipates approximately 200 attendees at the event.

At this time staff is requesting the Council to consider waiving the general admission fee of \$3.00 per person, in celebration of the event.

FISCAL IMPACT

The waiver of the \$3.00 per person admission fee will result in a “loss” of approximately \$600 in revenue for the Chinese Temple event, assuming that all attendees would have paid the entrance fee. Some of the attendees are likely to be Museum Passport Program holders, which would reduce the amount of fees waived. In addition, some of the attendees will be descendants of the families who donated the Temple to the City, and they are exempt from paying the admission fee.

RECOMMENDATION

Approve the waiver of admission fees for the Grand Re-opening of the Chinese Temple & Museum Complex.

ATTACHMENTS

None

CC-24

**REPORT OF
INVESTMENTS**

JULY 2015

CC-25

CITY OF OROVILLE/OROVILLE SUCCESSOR AGENCY

MONTHLY SUMMARY OF INVESTMENTS

July 2015

CERTIFICATION:

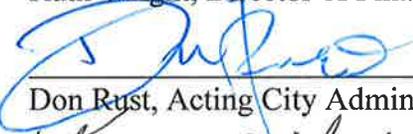
I certify that the information provided above is correct to the best of my knowledge and that (1) all investments are made in accordance with the investment policy and the laws of the State of California and (2) that sufficient funds are available to meet the anticipated expenditures for the next six months.



Ruth Wright, Director of Finance

8/11/15

Date



Don Rust, Acting City Administrator

08.12.15

Date



Karolyn J. Fairbanks, City Treasurer

8-12-15

Date



07/31/2015

City of Oroville Investment Portfolio Report				
Summary of Investments				
	Yield	Jun-15	Yield	Jul-15
Local Agency Investment Fund (LAIF)	0.290%	24,019,688	0.320%	22,234,899
Bank of the West Operating Account	0.00%	1,245,946	0.00%	1,713,803
Bank of America Operating & Payroll Account	0.00%	842,497	0.00%	816,363
Total Pooled Investments		26,108,130		24,765,065
City Investment Portfolio - Investments Held in Trust				
	Yield to Maturity			Market Value
Series 2015 A & B 2004 B Escrow Account				
Uninvested Cash	0.000%			853
US Treasury	0.250%			283,045
US Treasury	0.370%			7,005
US Treasury	0.870%			293,507
Series 2015 A & B 2004 B Cost of Issuance Fund				
Blackrock Provident T Fund	0.01%			16,040
Total				600,451



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

FROM: RUTH WRIGHT, FINANCE DIRECTOR

RE: WHAT'S HAPPENING IN THE FINANCE DEPARTMENT

DATE: AUGUST 18, 2015

GFOA Award – The City is the recipient of the Certificate of Achievement for Excellence in Financial Reporting for the 20th consecutive year. This award is the highest form of recognition for excellence in state and local government reporting. In order to be awarded a Certificate of Achievement the City had to publish easily readable and efficiently organized financial statements (CAFR – Comprehensive Annual Financial Report) that satisfy both accounting principles generally accepted in the United States of America and applicable legal requirements. This award was granted for the financial statements submitted for June 30, 2014.

Single Audit Report Certification and Audit Finding Resolution – The California State Controller has completed its review of our single audit report for the year ended June 30, 2014. Our Single Audit submission was determined to meet all of the requirements of the United States Office of Management and Budget (OMB) Circular A-133. There were no findings.



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Oroville
California**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2014

Executive Director/CEO



BETTY T. YEE

California State Controller

July 1, 2015

Director of Finance
City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897

Re: 2013-14 Fiscal Year Single Audit Report Certification and Audit Finding Resolution

We completed a desk review of your single audit report for the year ended June 30, 2014. We determined that the report meets the requirements of the United States Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, prescribes the audit and reporting standards for state and local governments that expend federal awards.

OMB Circular A-133 requires federal and state funding agencies to resolve any audit findings cited in the report that may affect federal award programs. The attachment to this letter identifies those findings that require resolution. The findings are referenced by enclosure and page number.

OMB Circular A-133 also requires pass-through state agencies to follow up on the resolution of findings that affect federal programs administered by these agencies. The state agency referenced in the attachment will be in contact to follow up on the resolution of the applicable findings.

The State Controller's Office is responsible for resolving most cross-cutting findings or audit leads. A cross-cutting finding is one that affects the programs of more than one agency. If cross-cutting findings are identified in your report, our office will contact you. An audit lead is a specific issue identified in your report that may require additional investigation by federal or state agencies. Federal or state agencies may ask you to provide additional information related to the audit lead.

Your audit report may also contain general internal control findings not referenced in the attachment to this letter. These findings do not appear to affect the federal award programs. Therefore, we have not identified them for resolution action; however, you should ensure that your audit report for the 2014-15 fiscal year addresses the resolution of these findings.



By _____ MAILING ADDRESS P.O. Box 942850, Sacramento, CA 94250-5874
SACRAMENTO 3301 C Street, Suite 700, Sacramento, CA 95816 (916) 324-8907
LOS ANGELES 901 Corporate Center Drive, Suite 200, Monterey Park, CA 91754 (323) 981-6802

Director of Finance
July 1, 2015
Page 2

Your audit satisfies all financial and compliance audit requirements under individual federal award programs. This does not preclude state and federal agencies from making any additional audits that are necessary to carry out their responsibilities under federal laws and regulations. State and federal agencies may contact you to arrange for additional audits.

If you have any questions regarding this letter or any other single audit issue, please contact a member of my Single Audits staff by telephone at (916) 324-6442 or by email at singleaudits@sco.ca.gov.

Sincerely,

A handwritten signature in cursive script that reads "Carolyn Baez".

**CAROLYN BAEZ, Chief
Financial Audits Bureau
Division of Audits
Attachment**

cc: State Funding Agencies

ATTACHMENT
AUDIT REPORT FINDING(S)--STATE AGENCIES

City of Oroville
2013-14 Fiscal Year

<i>Program Name</i>	<i>CFDA #</i>	<i>Finding #</i>	<i>Page #</i>	<i>Enc. #</i>
No Findings Noted				

**OROVILLE CITY COUNCIL
MONTHLY REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS AND
DON RUST, ACTING CITY ADMINISTRATOR**

FROM: BILL LAGRONE, POLICE AND FIRE CHIEF

**RE: POLICE DEPARTMENT MONTHLY REPORT FOR JULY, 2015
FIRE DEPARTMENT MONTHLY REPORT FOR JULY, 2015**

DATE: AUGUST 18, 2015

SUMMARY

The Council will receive a monthly report regarding the activities, revenues, and general information for the Police and Fire Departments.

Staffing:

Positions	Total staffed	Total Authorized	Total Vacant/Frozen
Police Officer	23.5	25.5	1/0
Dispatcher	9	9	0/0
Community Service Officers / Evidence	2	3	0/1
Administrative Personnel	2	4	0/2

Positions	Total staffed	Total Authorized	Total Vacant/Frozen
Firefighters	4	4	0/0
Fire Engineer	8	9	1/0
Fire Captain	3	3	0/0
Administrative Personnel	3	3	0/0

Public Safety Overtime Utilization:

Police Overtime YTD:

Overtime Budgeted	Overtime Expended YTD	Percentage Expended
\$ 162,195.00	\$ Unknown	%

Fire Overtime YTD:

Overtime Budgeted	Overtime Expended YTD	Percentage Expended
\$200,000.00	\$Unknown	%

Department Activity:

Events Year to Date 2015	Average Response Time for Crimes against persons <small>*Priority 1 crimes</small>	Average Response Time for all types of calls for Service	National Average Response Time
20,295	5:18	6:00 minutes	8 - 11 minutes

Downtown Foot and Park Patrols:

	Park Patrols	Downtown Patrols
JULY 2015	132	11
Year to Date	964	268

Parking Enforcement Citations Issued:

JULY 2015	Year to Date 2015	JULY 2014	Year to date 2014
10	84	18	137

Police Activity:

	JULY 2014	JULY 2015	Year to date 2014	Year to date 2015
Arrest				
Misdemeanor	181	286	1297	1401
Felony	59	67	453	332

	JULY 2014	JULY 2015	Year to date 2014	Year to date 2015
Citations				
	177	162	1325	925

Uniform Crime Reporting:

Crimes of Violence	JULY 2015	Year to Date JULY – December
Homicide	0	1
Rape	0	8
Robbery	0	15
Aggravated Assault	0	23

Population per 2010 Census 15,000
 Violent Crimes YTD 47
 Violent Crime Rate 0.0031

Fire Department Activity:

Incidents	JULY 2015
Hydrant Sheared off / Water line break outside	2
Fallen no injury / Medical Alarm	10
Dumpster Fire / Unoccupied Vehicle Fire	5
Vegetation Fire	12
1, 2, or 3 Family Homes	5
Major Hazardous Spill, etc.	1
Minor Hazardous Spill, etc.	3
Gas Odor / Power Lines Down	2
Alarm Sounding / Smoke / Fireworks	32
Medical Aid / non CPR	246
Traffic Collision	23
Assist Other Agency	4
Total Incidents	345

Events Year to Date 2015	Average Response Time (Dispatch to Arrival)
2,177	4:51 minutes

Fire Marshall Inspections:

	JULY 2015	2015 Year to Date	JULY 2014	2014 Year to Date
Plan Checks	6	27	15	82
Occupancy	16	95	9	70
Fire Inspections	18	87	5	19

SPCA Statics:

Service Calls by Priority:

Priority Level	Number of Calls	Total Minutes per call type	Average response times
Urgent	16	107	6.72
Priority	50	242	4.85
At Officer Convenience	49	346	7.05
After Hours	13	163	12.54

Animal Intake and Outcome Stats:

Total Animals taken in from City	Total Animals outgoing	Cats	Dogs	Other	Bird	Livestock
170	191	108	55	3	3	1

*The remaining difference from intakes to outcome total represents animals that have not yet had an outcome and are still in the facility.

Animal Outcomes:

Outcome Type	Outcome Total
Adoption	13 - (6 Dogs) (7 Cats)
Died	1 - (Cat)
Disposal	21 - (5 Dogs) (9 Cats) (1 Bird) (6 Other)
Euthanasia	127 - (24 Dogs) (99 Cats) (2 Birds) (2 Other)
Foster	2 - (1Dog) (1 Cat)
Relocate	2 - (2 Birds)
RTO	24 - (23 Dogs) (1 Livestock)
Transfer	1 - (1 Dog)

*Others are wild animals such as bats, skunks, snakes, possums, etc....

SPCA After-hours call outs:

JULY 2015	Fiscal Year to Date
13	72

Shoes for Kids:

Shoes Provided	Socks Provided
0	0

This program provides shoes and socks for children of our Community. This program is funded by Department member donations and community donations.

Volunteers:

Total Number of V.I.P.S. Volunteer Hours for 2015:

Volunteer Hours converted to dollar amount:

Value of Volunteer hour in California \$21.36

$$2,640.9 \times 21.36 = \$56,409.62$$

Total Number of Staff Volunteer Hours for 2015:

Volunteer Hours converted to dollar amount:

Value of Volunteer hour in California \$21.36

$$897.7 \times \$21.36 = \$19,174.87$$

FISCAL IMPACT

No impact to the General Fund.

RECOMMENDATIONS

Receive and file the July, 2015, monthly report regarding the activities, revenues, and other general information of the Public Safety Department.

City of Oroville
AUG 10 2015
Administration

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of CALIFORNIA WATER SERVICE COMPANY (U-60-W), a California corporation, for an order (1) authorizing it to increase rates for water service by \$94,838,100 or 16.5% in test year 2017, (2) authorizing it to increase rates by \$22,959,600 or 3.4% on January 1, 2018, and \$22,588,200 or 3.3% on January 1, 2019, in accordance with the Rate Case Plan, and (3) adopting other related rulings and relief necessary to implement the Commission's ratemaking policies.

Application 15-07-015

Filed July 9, 2015

**NOTICE OF AVAILABILITY OF APPLICATION
FILED BY CALIFORNIA WATER SERVICE COMPANY (U 60 W)
FOR GENERAL RATE CASE**

On July 3, 2015, California Water Service Company ("Cal Water") filed its General Rate Case Application with the California Public Utilities Commission (CPUC). Water rates adopted as a result of this application will not go into effect until January 1, 2017.

Cal Water is requesting an order (1) authorizing it to increase rates for water service by \$92,107,000 or 16.8% in test year 2017, (2) authorizing it to increase rates on January 1, 2018 by \$25,980,000 or 4.1% and on January 1, 2019 \$21,204,000 or 3.2% in accordance with the Rate Case Plan, and (3) adopting other related rulings and relief necessary to implement the Commission's ratemaking policies.

This Notice is to inform you that that you may obtain the application and associated public attachments at <https://www.calwater.com/rates/> or by contacting James Polanco at RatesHelp@calwater.com or 408-367-8239.