



## OROVILLE CITY COUNCIL

Council Chambers  
1735 Montgomery Street  
Regular Meeting

**FEBRUARY 2, 2016**  
**CLOSED SESSION 5:00 P.M.**  
**OPEN SESSION 6:00 P.M.**  
**AGENDA**

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### 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. 6 AND 7)

### RECONVENE TO OPEN SESSION

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

#### PLEDGE OF ALLEGIANCE

#### PROCLAMATION / PRESENTATION

A Proclamation recognizing *February 2016* as *National Teen Dating Violence Prevention & Awareness Month*

A Presentation by *Chavan & Associate, LLP* regarding the *2014-2015 Annual Financial Statement*

A Presentation by *Anthony Thomas* regarding *Chemtrails and Contrails*

#### CONSENT CALENDAR

1. APPROVAL OF THE MINUTES OF JANUARY 19, 2015 REGULAR MEETING AND JANUARY 26, 2016 SPECIAL MEETING OF THE OROVILLE CITY COUNCIL – minutes attached

#### *Finance Department:*

2. MONTHLY FINANCIAL REPORT AND REPORT OF INVESTMENTS FOR DECEMBER 2015 – report attached

The Council will receive a copy of the Monthly Financial Report and Report of Investments for December 2015. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Acknowledge receipt of the December 2015 Monthly Financial Report and Report of Investments.**

**Community Development Department:**

**3. PROPERTY ASSESSED CLEAN ENERGY FINANCING FOR COMMERCIAL AND RESIDENTIAL PROPERTIES – OPEN PACE PROGRAM – staff report**

The Council may consider consenting to the inclusion of properties within the territory of the City in the California Statewide Communities Development Authority (CSCDA) Open PACE Programs; authorizing the CSCDA to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the territory of the City; and authorizing other related actions. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8454 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING OTHER RELATED ACTIONS.**

**4. PROPERTY ASSESSED CLEAN ENERGY FINANCING FOR COMMERCIAL AND RESIDENTIAL PROPERTIES – YGRENE WORKS – staff report**

The Council may consider consenting to the inclusion of properties within the jurisdiction of the City of Oroville in the California Home Finance Authority PACE Programs and Associate Membership in the California Home Financing Authority. **(Donald Rust, Director of Community Development)**

Council Action Requested:

**1. Adopt Resolution No. 8455 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY’S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO – (Agreement No. 3163); AND**

**2. Adopt Resolution No. 8456 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY’S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO – (Agreement No. 3164).**

**5. PROPERTY ASSESSED CLEAN ENERGY FINANCING FOR COMMERCIAL AND RESIDENTIAL PROPERTIES – CALIFORNIA HERO PROGRAM – staff report**

The Council may consider authorizing the California HERO Program to be available to owners of property within the City to finance renewable energy, energy efficiency and water efficiency improvements and

electric vehicle charging infrastructure and amend the Western Riverside Council of Governments Joint Powers Agreement to add the City of Oroville as an Associate Member in order that the California HERO Program may be offered to the owners of property located within the City who wish to participate in the Program. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8457 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY’S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO.**

**6. FUNDING APPROVAL OF CALRECYCLE TIRE-DERIVED PRODUCT GRANT – staff report**

The Council will receive an update on the funding approval of the CalRecycle Tire-Derived Grant Application, in the amount of \$62,965. **(Donald Rust, Director of Community Development)**

Council Action Requested: **None.**

**7. PROPOSED CITY OF OROVILLE MURAL POLICY – staff report**

The Council may consider the proposed Mural Policy for the placement of murals within the City limits. **(Luis Topete, Associate Planner and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8458 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING A MURAL POLICY FOR THE PLACEMENT OF MURALS WITHIN THE OROVILLE CITY LIMITS.**

**8. LETTER OF REQUEST FOR NEW MEMORANDUM OF UNDERSTANDING WITH THE MONTEREY INSTITUTE OF INTERNATIONAL STUDIES/MIDDLEBURY COLLEGE – staff report**

The Council may consider a Letter of Request to enter into a new Memorandum of Understanding between the City of Oroville and the Monterey Institute of International Studies/Middlebury College for an international business plan related to Cultural Heritage and Preservation Projects specifically focused on the Chinese Temple. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize the Mayor to sign a Letter of Request to enter into a new Memorandum of Understanding between the City of Oroville and the Monterey Institute of International Studies/Middlebury College relating to an international business plan related to Cultural Heritage and Preservation Projects specially focused on the Chinese Temple.**

**9. EQUIPMENT PURCHASES FOR CITY’S MECHANIC SHOP – staff report**

The Council may consider equipment purchases for the City’s mechanic shop. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize the purchase of equipment for the City’s mechanic shop, as indicated in the February 2, 2016 staff report.**

**10. STATUS OF THERMALITO WATER AND SEWER DISTRICT EAST TRUNK LINE REPLACEMENT PROJECT – staff report**

The Council will receive a status update regarding the Thermalito Water and Sewer District’s East Trunk Line Project. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Action Requested: **None.**

**Administration Department:**

**11. UPDATE – JANUARY 2016 SUPPLEMENTAL BENEFITS FUND FUNDING REPORT – staff report**

The Council, serving as the Supplemental Benefits Fund (SBF) Administrator, will receive information regarding SBF funding and expenditures for January 1, 2016 through January 30, 2016. **(Bob Marciniak, SPF Program Specialist and Donald Rust, Director of Community Development)**

Council Action Requested: **None.**

**12. AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MANAGEMENT AND CONFIDENTIAL ASSOCIATION – staff report**

The Council may consider an Amendment to the Memorandum of Understanding between the City of Oroville and the Oroville Management and Confidential Association **(Bill LaGrone, Acting Personnel Officer)**

Council Action Requested: **Adopt Resolution No. 8462 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MANAGEMENT AND CONFIDENTIAL ASSOCIATION – (Agreement No. 3083-1).**

**PUBLIC HEARINGS** - None

**REGULAR BUSINESS**

**Community Development Department:**

**13. REQUEST TO APPOINT AN OFFICIAL LIAISON TO THE LEAGUE OF CALIFORNIA CITIES – staff report**

The Council may consider appointing a Council Member as the liaison to serve as the official point of contact for the Sacramento Valley Division of the California Cities. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Provide direction as necessary.**

**14. REQUEST FROM THE CALIFORNIA STATE OLD TIME FIDDLERS FOR OVERNIGHT RV PARKING – staff report**

The Council may consider permitting the overnight parking of approximately fifty RVs, from March 14 – 21, 2016, in specific areas for the 50<sup>th</sup> Annual California State Old Time Fiddle and Picking Championships. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Provide direction, as necessary.**

**15. PROFESSIONAL SERVICES AGREEMENT WITH HARRIS AND ASSOCIATES – staff report**

The Council may consider a Professional Services Agreement with Harris and Associates, in the amount of \$9,000, annually, for Assessment District Administrative Reporting Services relating to the preparation of annual assessment district reports. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development Department)**

Council Action Requested: **Adopt Resolution No. 8459 - A RESOLUTION OF THE OROVILLE CITY**

**COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES, IN THE AMOUNT OF \$9,000, ANNUALLY, FOR THE PREPARATION OF ASSESSMENT DISTRICT AND COMMUNITY FACILITIES DISTRICTS ANNUAL ADMINISTRATIVE REPORTS – (Agreement No. 3163)**

16. **PROFESSIONAL SERVICES AGREEMENT WITH NRC ENVIRONMENTAL SERVICES, INC. – staff report**

The Council may consider a Professional Services Agreement with NRC Environmental Services, Inc., in the amount of \$19,000, for the excavation and disposal of waste oil impacted soil located on City-owned property near Parker Avenue, Oroville. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development Department)**

Council Action Requested: **Adopt Resolution No. 8460 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NRC ENVIRONMENTAL SERVICES, INC., IN THE AMOUNT OF \$19,000, FOR THE EXCAVATION AND DISPOSAL OF WASTE OIL IMPACTED SOIL LOCATED ON CITY-OWNED PROPERTY IDENTIFIED AS (APN: 035-270-025) – (Agreement No. 3164).**

17. **ADDITIONAL OUTREACH EFFORTS FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY'S COMMUNITY-WIDE BROWNFIELDS ASSESSMENT GRANT – staff report**

The Council may consider authorizing additional outreach efforts for the participation in the City's U.S. Environmental Protection Agency's Community-Wide Brownfields Assessment Grant. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Direct staff to conduct additional outreach efforts for the participation in the City's U.S. Environmental Protection Agency Community-Wide Brownfields Assessment Grant, through the assistance of Craig Communications.**

18. **HIRING OF TEMPORARY EMPLOYEE FOR TRAFFIC EQUIPMENT INSTALLATION PROJECT – staff report**

The Council may consider hiring a temporary employee to assist the City's Electrician/Signal Technician with the installation of new traffic control equipment. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize the hiring of a temporary employee to assist the City's Electrician/Signal Technician with the installation of new traffic control equipment.**

**Business Assistance and Housing Development Department:**

19. **MODIFICATIONS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM INCOME SUPPLEMENTAL APPLICATIONS – staff report**

The Council may provide additional direction to staff regarding the prioritization of Community Development Block Grant Program Income Supplemental Applications. **(Amy Bergstrand, Management Analyst III and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8461 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE AMENDMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT NO. 14-CDBG-9893 STATE STANDARD AGREEMENT TO INCLUDE THE MODIFICATIONS TO SUPPLEMENTAL ACTIVITIES.**

**Administration Department:**

20. **PURCHASE OF NETWORK UPGRADES FOR CITY HALL – staff report**

The Council will consider the purchase of a new server, utilizing the Western States Contracting Alliance pricing, from Dell, in the amount of \$7,728.80. **(Tyson Pardee, IT Manager and Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize the purchase of a new server, utilizing the Western States Contracting Alliance pricing, from Dell, in the amount of \$7,728.80.**

**21. PURCHASE OF NETWORK UPGRADES FOR THE PUBLIC SAFETY DEPARTMENT – staff report**

The Council will consider the purchase of a new server, data storage device (SAN), two (2) network switches and VMware licensing to upgrade the devices, utilizing the Western States Contracting Alliance pricing, from Dell, in the amount of \$24,448.95. **(Tyson Pardee, IT Manager and Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize the purchase of a new server, data storage device (SAN), two (2) network switches and VMware licensing to upgrade the devices, utilizing the Western States Contracting Alliance pricing, from Dell, in the amount of \$24,448.95.**

**22. 2016 STATE OF THE CITY ADDRESS VENUE – staff report**

The Council may consider venue options for the 2016 State of the City Address. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Provide direction, as necessary.**

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

**CITY ADMINISTRATOR/ ADMINISTRATION REPORTS**

- Proposed Rural Sustainable Community Strategy for Oroville, CA

**CORRESPONDENCE**

- Erica Valdez, received January 13, 2016

**HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS**

**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 Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association, and the Oroville Management and Confidential Association.
2. Pursuant to Government Code section 54957(b), the Council will meet with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance related to the following position: Director of Community Development.
3. Pursuant to Government Code section 54957(b), the Council will meet with Acting City Administrator,

Personnel Officer, and City Attorney to consider the evaluation of performance related to the following position: Assistant Police Chief.

4. Pursuant to Government Code section 54957(b), the Council will meet with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance related to the following position: Deputy Fire Chief.
5. Government Code section 54956.9(d), the Council will meet with the Acting City Administrator and the City Attorney regarding potential litigation – two cases.

## **ADJOURNMENT**

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, February 16, 2016, 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  
JANUARY 19, 2016 – 5:00 P.M.**

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The agenda for the January 19, 2016, regular meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall and on the City of Oroville's website located at [www.cityoforoville.org](http://www.cityoforoville.org) on Wednesday, January 13, 2015, at 3:08 p.m.

The January 19, 2016 regular meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 5:05 p.m.

**ROLL CALL**

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

Absent: None

**Staff Present:**

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Bill LaGrone, Director of Public Safety  
Scott Huber City Attorney  
Allen Byers, Assistant Police Chief  
Dean Hill, Jr., Assistant Fire Chief  
Gary Layman, Chief Building Official  
Liz Ehrenstrom, Human Resource Manager

Ruth Wright, Director of Finance  
Karolyn Fairbanks, Treasurer  
Jamie Hayes, Assistant City Clerk  
Rick Walls, Interim City Engineer  
Gil Zarate, Police Lieutenant  
Rick Farley, RDA Coordinator

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**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Dahlmeier, with assistance from Jack and Sophia Harlan and William and Aurora Santana.

**PROCLAMATION / PRESENTATION**

Mayor Dahlmeier presented a Proclamation to Ken Harlan and Family in recognition and appreciation of their services to the community of Oroville.

Mayor Dahlmeier presented a Proclamation to Alfred Jones, Bree Aichele and Carl VonBargen in recognition of the Native Sons of the Golden West's Discovery of Gold Celebration.

**RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS** - None

**CONSENT CALENDAR**

A motion was made by Council Member Berry, seconded by Council Member Del Rosario, to approve the following Consent Calendar:

- 1. APPROVAL OF THE MINUTES OF JANUARY 5, 2015 REGULAR MEETING OF THE**

OROVILLE CITY COUNCIL – minutes attached

**Successor Agency:**

**2. ADOPTION OF THE JULY 2016 THROUGH JUNE 2017 ANNUAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET – staff report**

The Successor Agency considered approving the Recognized Obligation Payment Schedule and Administrative Budget for July 1, 2016 through June 30, 2017. **(Rick Farley, RDA Coordinator and Scott Huber, City Attorney)**

Council Action Requested:

- 1. Adopt Resolution No. 16-01 – A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE ADOPTING THE JULY 2016 THROUGH JUNE 2017 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 16-17) PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(M); AND**
- 2. Adopt Resolution No. 16-02 – A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE ADOPTING THE JULY 2016 THROUGH JUNE 2017 ADMINISTRATIVE BUDGET PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(J).**

**Finance Department:**

**3. MASTER FEE SCHEDULE ORDINANCE – staff report**

The Council considered a Master Fee Schedule Ordinance. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Waive the second reading and adopt by title only, Ordinance No. 1811 - AN ORDINANCE OF THE OROVILLE CITY COUNCIL ADOPTING THE MASTER FEE SCHEDULE FOR THE CITY OF OROVILLE.**

**Community Development Department:**

**4. ORDINANCE ADDING SECTION 2-130 TO ARTICLE IX OF THE OROVILLE MUNICIPAL CODE OF THE CITY OF OROVILLE RELATING TO FEATHER RIVER RECREATION AND PARK DISTRICT PARK DEVELOPMENT IMPACT FEES – staff report**

The Council considered the addition of Article IX, Section 2-130, to move and replace the impact fees applicable to Feather River Recreation and Park District Park Development Impact Fees. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Waive the second reading and adopt by title only, Ordinance No. 1812 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADDING SECTION 2-130 TO THE OROVILLE MUNICIPAL CODE OF THE CITY OF OROVILLE RELATING TO FEATHER RIVER RECREATION AND PARK DISTRICT PARK DEVELOPMENT IMPACT FEES.**

5. **MUNICIPAL AUDITORIUM IMPROVEMENTS – PROJECT POSTPONEMENT** – staff report

The Council received an update on the postponement of the construction start date for the Municipal Auditorium Improvements Project. **(Gary Layman, Building Official and Donald Rust, Director of Community Development)**

Council Action Requested: **None.**

6. **LETTER OF SUPPORT FOR THE BUTTE ENVIRONMENTAL COUNCIL’S CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY ECONOMIC JUSTICE SMALL GRANT APPLICATION** – staff report

The Council considered directing the Mayor to sign a letter of support for the Butte Environmental Council’s California Environmental Protection Agency Economic Justice Small Grant Application. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Direct the Mayor to sign a letter of support for the Butte Environmental Council’s California Environmental Protection Agency Economic Justice Small Grant Application.**

7. **STREET NAME CHANGES FOR RIO VISTA DRIVE AND RANCHO VISTA DRIVE** – staff report

The Council considered street name changes for Rio Vista Drive and Rancho Vista Drive. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Action Requested:

1. **Approve the street name changes from Rancho Vista Drive to Tuscan Villa Drive, and Rio Vista Drive to Tuscany Drive.**
2. **Authorize the Community Development Director to arrange for the public notifications and the street name sign replacements.**

**Business Assistance and Housing Development Department:**

8. **RATIFICATION OF OROVILLE RECYCLING MARKET DEVELOPMENT ZONE – ZONE INCENTIVE FUNDS APPLICATION AND AGREEMENT** – staff report

The Council considered ratifying the submission of the three year Oroville Recycling Market Development Zone – Zone Incentive Funds Funding Application and Agreement for Fiscal year 2015/2016 through 2017/2018, in the amount of \$17,250. **(Rick Farley, Recycling Coordinator and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8453 – A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING ALL DOCUMENTS RELATING TO FISCAL YEAR 2015/2016 THROUGH 2017/2018 CALRECYCLE CITY OF OROVILLE RECYCLING MARKET DEVELOPMENT ZONE – ZONE INCENTIVE FUNDS FUNDING APPLICATION AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ALL PROGRAM DOCUMENTS – (Agreement No. 3162).**

**Administration Department:**

9. **MUNICIPAL CODE RENUMBERING, RECODIFICATION, AND REPUBLICATION ORDINANCE**  
– staff report

The Council considered the approval of an ordinance related to the renumbering, recodification, and republication of the Oroville Municipal Code. (**Donald Rust, Director of Community Development, Jamie Hayes, Assistant City Clerk and Scott E. Huber, City Attorney**)

Council Action Requested: **Waive the second reading and adopt by title only, Ordinance No. 1814- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING THE RENUMBERING, RECODIFICATION AND REPUBLISHING OF THE OROVILLE MUNICIPAL CODE.**

The motion to approve the Consent Calendar 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:	None

**PUBLIC HEARINGS**

**Business Assistance and Housing Development Department:**

10. **CLOSEOUT OF COMMUNITY DEVELOPMENT BLOCK GRANT NO. 12-CDBG-8405 PROGRAM ACTIVITIES AND DISENCUMBERANCE OF REMAINING GRANT FUNDS –**  
staff report

The Council conducted a public hearing relating to the performance and final accomplishments of the Community Development Block Grant (CDBG) No. 12-CDBG-8405, including Housing Combo (Homeownership Assistance and Housing Rehabilitation), Economic Development Loans, Public Services, Catalyst, YMCA, and repairs to the Chinese Temple Museum. Additionally, the Council also considered disencumbering the remaining 12-CDBG-8405 grant funds, in the amount of approximately \$626,215. (**Amy Bergstrand, Management Analyst III and Donald Rust, Director of Community Development**)

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

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

**Authorize the close-out of Community Development Block Grant No. 12-CDBG-8405 Housing Combo, Public Services and Chinese Temple Museum Repairs Grant.**

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: None

## **REGULAR BUSINESS**

### **Finance Department:**

#### **11. ACCOUNTING TECHNICIAN RECRUITMENT COMPENSATION REQUEST – staff report**

The Council considered a compensation request relating to the recruitment of an Accounting Technician position. **(Ruth Wright, Director of Finance)**

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

**Authorize staff to fill the Accounting Technician position vacancy at Step F of the City's approved Salary Schedule.**

The motion was passed by the following vote:

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

## **MAYOR/ COUNCIL REPORTS**

Vice Mayor Dahlmeier reported attending the Martin Luther King, Jr. Day events held at the Southside Oroville Community Center with Mayor Dahlmeier and Council Member Del Rosario also in attendance.

Mayor Dahlmeier reported the consolidation of the Oroville Economic Development Corporation and the Oroville Economic Alliance. Business Alliance meetings will be held to encourage business owners and community members to share solutions and ideas for enhancing the economic development within the community.

Council Member Pittman reported attending the Center of Economic Development's 2016 Economic Development Forecast Conference.

Council Members Pittman and Del Rosario reported attending a Jamboree Housing Tour of their Affordable Family Housing Project.

## **CITY ADMINISTRATOR/ ADMINISTRATION REPORTS**

- Public Safety Department – activity report

## **CORRESPONDENCE**

- Butte County Mosquito & Vector Control District, received January 7, 2016

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

Council Member Pittman addressed concerns relating to the conditions of private roads in the South Oroville area.

Khris-Tina R. Kelley spoke to the Council in regards to the homeless encampments in and around the Feather River.

## **CLOSED SESSION**

The Council will hold 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 54957(b), the Council met with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance related to the following position: Director of Public Safety.
3. Pursuant to Government Code Section 54957(b), the Council met with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance related to the following position: Director of Planning and Community Development.
4. Pursuant to Government Code Section 54957(b), the Council met with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance related to the following position: Director of Finance
5. Pursuant to Government Code section 54956.9(a), the Council met with the Acting City Administrator, and the City Attorney relating to existing litigation: Norman O. Cable v. City of Oroville, et al., Butte County Superior Court, Case No. 164706.
6. 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 6:45 p.m. A special meeting of the Oroville City Council will be held

on Tuesday, January 26, 2016, at 10:00 a.m.

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Donald Rust, Acting City Clerk

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Linda L. Dahlmeier, Mayor

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**OROVILLE CITY COUNCIL SPECIAL MEETING MINUTES  
JANUARY 26, 2016 – 10:00 A.M.**

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The agenda for the January 26, 2016 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 located at [www.cityoforoville.org](http://www.cityoforoville.org) on Thursday, January 18, 2016 at 10:21 a.m.

The January 26, 2016 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, Hatley, Pittman, Simpson, Vice Mayor Wilcox,  
Mayor Dahlmeier  
Absent: None

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**SPECIAL BUSINESS – CLOSED SESSION**

1. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators, Director of Community Development, Director of Finance, Director of Public Safety, 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.

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 2:10 p.m. to a regular meeting of the Oroville City Council to be held on Tuesday, February 2, 2016, at 5:00 p.m.

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Donald Rust, Acting City Clerk

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Linda L. Dahlmeier, Mayor

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**MONTHLY FINANCIAL  
REPORT**

**DECEMBER 2015**

**REPORT OF  
BUDGETED APPROPRIATIONS  
VS.  
ACTUAL EXPENDITURES  
AND  
ACTUAL REVENUES  
DECEMBER 2015**



**CITY OF OROVILLE, CALIFORNIA**  
**FINANCIAL SUMMARY**  
**FOR THE PERIOD ENDED**  
**December 31, 2015**

	REVENUES					EXPENDITURES				
	Actual December 2015	YTD	Budget Total Year 2015- 2016	Remaining Budget	% of year Remaining 50%	Actual December 2015	YTD	Budget Total Year 2015- 2016	Remaining Budget	% of year Remaining 50%
<b>CITY DEPARTMENTS</b>										
<b>GENERAL FUND</b>										
City Council	-	-	-	-	-	11,377	67,339	135,780	68,441	50%
Mayor	-	-	-	-	-	2,588	15,639	34,382	18,743	55%
City Attorney	-	-	-	-	-	17,068	88,126	242,000	153,874	64%
City Clerk	-	20	-	(20)	-	12,017	97,932	185,167	87,235	47%
Human Resources	-	-	-	-	-	10,876	68,066	141,270	73,204	52%
City Admin.	-	-	-	-	-	-	7,822	8,153	331	4%
Economic Develop./Comm. Enh.	-	-	-	-	-	3,013	25,527	58,792	33,265	57%
Information Technology	-	-	-	-	-	18,423	222,910	408,681	185,771	45%
Finance	41,949	42,072	500	(41,572)	-	57,461	338,328	592,291	253,963	43%
Post Employment Costs	379	2,653	5,500	2,847	52%	5,181	35,078	60,711	25,633	42%
City Treasurer	-	-	-	-	-	2,543	15,374	33,576	18,203	54%
Planning	9,804	119,358	158,517	39,159	25%	14,358	99,790	269,214	169,424	63%
City Hall	329	6,177	10,000	3,823	38%	8,654	52,378	94,061	41,683	44%
Arline Rhyne	1,116	4,436	7,850	3,414	43%	512	5,103	9,135	4,032	44%
Fire Department	14,922	34,467	71,200	36,733	52%	258,185	1,390,775	2,431,179	1,040,404	43%
Police Department	8,051	1,011,314	1,242,929	231,615	19%	607,184	3,117,827	5,754,185	2,636,358	46%
Building/Code Enforcement	29,299	247,834	488,050	240,216	49%	25,955	278,321	463,940	185,619	40%
Public Works Admin.	5,265	139,030	157,007	17,977	11%	11,017	94,148	134,754	40,606	30%
Streets/Storm	60,296	329,667	684,119	354,452	52%	66,117	581,520	914,228	332,708	36%
Parks & Trees	2,515	9,609	41,153	31,544	77%	47,102	305,175	676,274	371,099	55%
Pioneer Museum	20	577	1,512	935	62%	225	1,390	5,200	3,810	73%
Bolt's Museum	220	3,121	4,500	1,380	31%	411	5,299	9,700	4,401	45%
Chinese Temple	147	3,309	7,750	4,441	57%	3,267	61,979	47,828	(14,151)	-
Lott Home	844	4,815	8,450	3,636	43%	4,938	27,660	54,771	27,111	49%
State Theater	2,077	9,515	12,300	2,786	23%	2,739	9,245	35,900	26,655	74%
Liability/Property Insurance	-	-	-	-	-	-	239,120	268,945	29,825	11%
Non Departmental*	437,041	3,949,292	10,263,177	6,313,885	62%	46,289	181,687	94,397	(87,290)	-
<b>Totals</b>	<b>614,272</b>	<b>5,917,265</b>	<b>13,164,514</b>	<b>7,247,249</b>	<b>55%</b>	<b>1,237,501</b>	<b>7,433,555</b>	<b>13,164,514</b>	<b>5,730,959</b>	<b>44%</b>

\* Revenues include Property Tax, Utility Users, Transient Occupancy, Motor Vehicle, and Proceeds of Property Sales. Expenditures include fees for credit card services and charges for Butte County Services.

## CITY OF OROVILLE

## EXPENSE REPORT ALL BUDGETED FUNDS December 2015

FUND Description	Actual December 2015	Year To Date Actual	Budget Total Year 2015-2016	Remaining Budget	50% of year Remaining Actual to Budget
001 General Fund	1,237,501	7,433,555	13,164,514	5,730,959	44%
100 Comm. Promotion	-	12,500	25,000	12,500	50%
101 Sewer Fund	91,821	2,446,357	4,043,438	1,597,081	39%
104 SWRCON/FEE FUND	-	2,716	100	(2,616)	-
105 Drainage Fees	-	2,716	175,000	172,285	98%
106 Park Dev Fees	-	30,179	40,500	10,321	25%
108 Traffic Impact	-	431,532	10,000	(421,532)	-
109 DRAINAGE/CTYWDE	-	2,716	156,000	153,284	98%
111 LOCAL TRANSP	-	138,118	138,026	(92)	-
112 GAXTX RSTP FUND	-	-	566,501	566,501	100%
113 CANINE FUND	1,840	9,469	5,700	(3,769)	-
116 TECH FEE FUND	7,990	13,007	27,000	13,993	52%
118 SB1186 C/FUND	-	2	40	38	95%
119 RECYCLING FUND	2,607	63,632	76,555	12,923	17%
120 GTx 2107/2107.5	21,024	61,353	100,000	38,647	39%
125 GTx 2106 Fund	10,828	34,815	60,000	25,185	42%
127 Gas Tax 2105	26,093	94,090	250,600	156,510	62%
130 Spec. Aviation	13,498	386,026	576,924	190,898	33%
140 Housing Admin	38,890	244,636	-	(244,636)	-
141 HSG PRG FUND	66,874	89,762	-	(89,762)	-
149 HOME FUND	4,045	55,962	-	(55,962)	-
150 CDBG Fund	74,165	1,743,869	5,163,503	3,419,634	66%
151 EDBG FUND	-	123,114	300,000	176,886	59%
155 Asset Seizure	-	22,000	-	(22,000)	-
156 Pub Sfty Aug	-	105,000	105,000	-	-
157 SUPPLAWENFORCMT	-	105,000	105,000	-	-
158 L.L.E.BLOCK GRT	-	41,279	184,100	142,821	78%
159 LAW ENF.IMP.FEE	-	2,716	2,500	(216)	-
160 MISC FUND	18	690,990	100,250	(590,740)	-
163 FIRE SUP IMPFEE	-	8,368	4,500	(3,868)	-
166 GRANT-FIRE FUND	25,253	186,146	191,805	5,659	3%
168 PEG FEE FUND	1,505	4,139	-	(4,139)	-
169 GEN GOVT DEVIMP	-	2,715	2,000	(715)	-
180 OPFA	-	22,502	-	(22,502)	-
184 LLMD ALL ZONES	1,281	17,382	43,712	26,330	60%
185 BAD ALL ZONES	58	3,649	11,806	8,157	69%
186 WESTSIDE PUB/S/F	-	180	800	620	77%
187 PUB/SAFETY SERV	-	180	400	220	55%
190 SUPPBENEFITFUND	15,630	399,403	378,454	(20,949)	-
198 RDA General	363,481	1,624,200	1,966,986	342,786	17%
230 CITY DEBT SERV	-	735,346	726,806	(8,540)	-
305 Equip Replcmnt	-	160	123,115	122,955	100%
307 CAPITAL PROJ	69,585	632,364	-	(632,364)	-
410 Local Transit	743	350,269	566,501	216,232	38%
440 BUSINESS DEVCTR	769	10,036	17,000	6,964	41%
450 CTY/HOUSG EDRLF	25,105	51,130	130,000	78,870	61%
451 CDBG EcoDev RLF	-	5,466	687	(4,779)	-
453 MICRO-ENP RLF	115,542	679,845	5,868,558	5,188,713	88%
454 CAL-HOME RLF	-	-	52,000	52,000	100%
455 HOME Hsg RLF	83,195	83,195	-	(83,195)	-
458 RBEG	-	-	7,980	7,980	100%
460 City RLF	-	3,120	-	(3,120)	-
520 Stores Revolv.	1,381	30,273	49,000	18,727	38%
540 Veh Maint Fund	27,543	285,623	490,403	204,780	42%
550 Wrkrs Comp.	60,547	292,540	486,767	194,227	40%
552 UNEMP-SELF INS	-	35,560	45,000	9,440	21%
555 SELF INS VISION	2,024	28,425	45,500	17,075	38%
<b>Total All Funds</b>	<b>2,390,836</b>	<b>19,879,324</b>	<b>36,586,031</b>	<b>16,706,707</b>	<b>46%</b>

## REVENUE REPORT ALL BUDGETED FUNDS DECEMBER 2015

FUND Description	Actual December 2015	Year To Date Actual	Budget Total Year 2015-2016	Remaining Budget	50% of year Remaining Actual to Budget
001 General Fund	614,272	5,917,265	13,164,514	7,247,249	55%
100 Comm. Promotion	-	11,002	13,500	2,498	19%
101 Sewer Fund	394,145	1,953,908	3,595,127	1,641,219	46%
104 SWRCON/FEE FUND	-	2,125	50,188	48,063	96%
105 Drainage Fees	-	-	4,350	4,350	100%
106 Park Dev Fees	-	3,838	45,112	41,274	91%
108 Traffic Impact	-	1,976	73,831	71,855	97%
109 DRAINAGE/CTYWDE	97	1,588	75,350	73,762	98%
111 LOCAL TRANSP	-	-	50	50	100%
112 GAXTX RSTP FUND	-	168,818	547,711	378,893	69%
113 CANINE FUND	4	606	8,523	7,917	93%
116 TECH FEE FUND	1,446	15,040	25,071	10,031	40%
118 SB1186 C/FUND	18	372	1,203	831	69%
119 RECYCLING FUND	-	3,260	58,182	54,922	94%
120 GTx 2107/2107.5	21,024	61,353	100,000	38,647	39%
125 GTx 2106 Fund	10,828	34,815	60,030	25,215	42%
127 Gas Tax 2105	26,093	94,090	250,641	156,551	62%
130 Spec. Aviation	40,540	324,748	485,561	160,813	33%
140 Housing Admin	43,749	222,433	-	(222,433)	-
141 HSG PRG FUND	66,356	192,453	-	(192,453)	-
149 HOME FUND	-	129,258	-	(129,258)	-
150 CDBG Fund	250,000	759,299	5,161,201	4,401,902	85%
151 EDBG FUND	-	123,114	300,000	176,886	59%
155 Asset Seizure	-	-	40	40	100%
156 Pub Sfty Aug	19,131	46,540	100,000	53,460	53%
157 SUPPLAWENFORCMT	10,153	71,102	95,024	23,922	25%
158 L.L.E.BLOCK GRT	-	23,718	176,000	152,282	87%
159 LAW ENF.IMP.FEE	19	485	5,050	4,565	90%
160 MISC FUND	-	52,481	100,000	47,519	48%
163 FIRE SUP IMPFEE	55	633	2,550	1,917	75%
166 GRANT-FIRE FUND	-	-	191,805	191,805	100%
168 PEG FEE FUND	-	7,701	18,130	10,429	58%
169 GEN GOVT DEVIMP	49	1,184	6,515	5,331	82%
184 LLMD ALL ZONES	-	8,032	15,513	7,481	48%
185 BAD ALL ZONES	-	-	77	77	100%
186 WESTSIDE PUB/S/F	-	32,153	58,280	26,128	45%
187 PUB/SAFETY SERV	-	32,153	58,150	25,998	45%
190 SUPPBENEFITFUND	100,000	100,002	297,021	197,019	66%
198 RDA General	52,955	1,786,271	1,351,200	(435,071)	-
230 CITY DEBT SERV	84,323	532,888	851,874	318,986	37%
280 OPFA 92 Redmptn	-	(68,302)	-	68,302	-
305 Equip Replcmnt	-	-	300	300	-
307 CAPITAL PROJ	-	11,791	-	(11,791)	-
395 2004 CONST.BOND	-	2,017	3,167	1,150	36%
396 BOND FUND 2001	-	265	416	151	36%
397 RDA 95 BOND	-	204	-	(204)	-
410 Local Transit	54,062	433,555	686,904	253,349	37%
440 BUSINESS DEVCTR	609	5,714	-	(5,714)	-
450 CTY/HOUSG EDRLF	-	14,608	130,047	115,439	89%
451 CDBG EcoDev RLF	-	5,466	-	(5,466)	-
453 MICRO-ENP RLF	-	314,644	577,000	262,356	-
454 CAL-HOME RLF	-	73,424	52,200	(21,224)	-
455 HOME Hsg RLF	-	44,588	400	(44,188)	-
458 RBEG	-	2,232	-	(2,232)	-
460 City RLF	-	-	80	80	100%
520 Stores Revolv.	2,589	13,620	29,000	15,380	53%
540 Veh Maint Fund	38,808	225,929	493,948	268,019	54%
550 Wrkrs Comp.	25,993	192,513	421,961	229,448	54%
552 UNEMP-SELF INS	3,138	18,788	30,100	11,313	-
555 SELF INS VISION	3,810	25,190	40,000	14,810	37%
620 Special Deposit	-	4	0	-4	-
<b>Total All Funds</b>	<b>1,864,267</b>	<b>14,032,952</b>	<b>29,812,897</b>	<b>15,779,945</b>	<b>53%</b>

**REPORT OF  
INVESTMENTS**

**DECEMBER 2015**

**CITY OF OROVILLE/OROVILLE SUCCESSOR AGENCY**

**MONTHLY SUMMARY OF INVESTMENTS**

**December 2015**

**CERTIFICATION:**

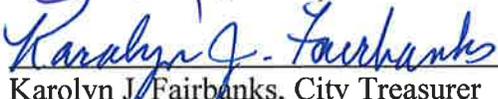
I certify that the information provided above is correct to the best of my knowledge and that (1) all investments are made in accordance with the investment policy and the laws of the State of California and (2) that sufficient funds are available to meet the anticipated expenditures for the next six months.

  
\_\_\_\_\_  
Ruth Wright, Director of Finance

1/14/16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Don Rust, Acting City Administrator

01.26.16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Karolyn J. Fairbanks, City Treasurer

1-14-16  
\_\_\_\_\_  
Date



12/31/2015

City of Oroville Investment Portfolio Report				
Summary of Investments				
	Yield	Nov-15	Yield	Dec-15
Local Agency Investment Fund (LAIF)	0.374%	19,052,711	0.400%	17,452,711
Bank of the West Operating Account	0.00%	550,749	0.00%	1,781,641
<b>Total Pooled Investments</b>		<b>19,603,460</b>		<b>19,234,353</b>
City Investment Portfolio - Investments Held in Trust				
	Yield to Maturity			Market Value
Series 2015 A & B 2004 B Escrow Account				
Uninvested Cash	0.000%			231
US Treasury	0.370%			7,013
US Treasury	0.870%			294,738
Series 2015 A & B 2004 B Cost of Issuance Fund				
Blackrock Provident T Fund	0.01%			16,040
<b>Total</b>				<b>318,022</b>

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: PROPERTY ASSESSED CLEAN ENERGY FINANCING FOR  
COMMERCIAL AND RESIDENTIAL PROPERTIES – OPEN PACE  
PROGRAM**

**DATE: FEBRUARY 2, 2016**

**SUMMARY**

The Council may consider consenting to the inclusion of properties within the territory of the City in the California Statewide Communities Development Authority (CSCDA) Open PACE Programs; authorizing the CSCDA to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the territory of the City; and authorizing other related actions.

**BACKGROUND**

The CSCDA was created in 1988, under California’s Joint Exercise of Powers Act, to provide California’s local governments with an effective tool for the timely financing of community-based public benefit projects. CSCDA has over 500 member agencies (**Attachment A**), including the City of Oroville, and is the Joint Powers Authority and conduit bond issuer sponsored by the League of California Cities and the California State Association of Counties.

CSCDA, the largest Joint Powers Authority in California, founded and sponsored by the League of California Cities and the California State Association of Counties (CSAC), is implementing Property Assessed Clean Energy (“PACE”) under the provisions of Chapter 29 of Division 7 of the Streets & Highways Code (commonly referred to as “AB 811”) on behalf of its member counties and cities. Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (“Chapter 29”) and authorizes cities and counties to designate an area for establishing financing programs in which willing property owners can enter into contractual assessments to finance the installation of energy efficiency, water conservation, and renewable energy improvements to or on their real property, including homes and commercial buildings.

Property owners that choose to obtain such financing would repay it through assessments or special taxes on their property tax bills over a set period of time.

Although the billing mechanism is the property tax bill, the program does not rely on public funds or increase regular property taxes.

PACE programs are typically designed to require no city/county staff time for ongoing administration. The PACE third-party administrator typically manages all program components including development, financing, marketing and administration. By agreeing to participate in the program the City is providing financing options to property owners for energy efficiency, water-conservation, and renewable-energy improvements. The City would primarily be involved in assisting with communicating the availability of these financing tools to the general public and the contractor community through press releases, information on the City website, providing flyers in the lobby, etc.

## **DISCUSSION**

The provision of multiple PACE programs provides a greater selection for financing of energy efficiency, water conservation, and renewable energy improvements to Oroville residents and businesses, fosters competition between the PACE programs, and provides more job opportunities for local contractors and other related businesses. Additionally, the City's participation in the PACE programs demonstrates the City's commitment to improving and protecting the environment.

CSCDA's Commissioners pre-qualified and appointed three PACE Administrators to manage the CSCDA Open PACE program to provide residential and commercial property owners the choice among prequalified PACE financing providers, creating competition on terms, service and interest rates. The prequalified program administrators operating the following programs are AllianceNRG Program™, PACE Funding LLC and Renewable Funding LLC (administering CaliforniaFIRST). For implementation, jurisdictions only need to adopt the form of resolution (**Attachments C**) accompanying this staff report related to the CSCDA Open PACE program to begin the process.

CSCDA Open PACE is being offered to allow property owners in participating cities and counties to finance renewable energy, energy water efficiency improvements, seismic improvements and electric vehicle charging infrastructure on their property. Participation in the assessment is 100% voluntary by the property owner. The improvements installed on the owner's property are financed by the issuance of bonds by CSCDA. The bonds are secured by a voluntary contractual assessment levied on the owner's property. Property owners who wish to participate in PACE agree to repay the money through the voluntary contractual assessment collected with property taxes. The voluntary contractual assessments will be levied by CSCDA and collected in annual installments through the applicable county secured property tax bill.

A few notable features of the program include, but are not limited to, the following:

- CSCDA Open PACE provides three options to property owners: AllianceNRG Program, PACE Funding and CaliforniaFIRST. Property owners can shop for the best price and service through the availability of the PACE administrators.

- The program is 100% voluntary. Only property owners who choose to finance improvements will have assessments placed on their property.
- As energy prices continue to rise, the installation of energy efficient, water efficient and renewable energy improvements lowers utility bills.
- The payment obligation stays with the property. Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Most private loans are due on sale of the property. Certain mortgage providers will, however, require the assessment be paid at the time the property is refinanced or sold.
- There is no City obligation. As in conventional assessment financing, the City is not obligated to repay the bonds or to pay the assessments levied on the participating properties. Unlike conventional assessment financing, the City has no administrative duties and its name is not on the bonds, as CSCDA's name is on the bonds.
- No City staff support is required. All CSCDA Open PACE and assessment administration, bond issuance and bond administration functions are handled by CSCDA and the Administrators; AllianceNRG Program, PACE Funding and Renewable Funding. No City staff time is needed to participate in CSCDA Open PACE.

The resolution (**Attachment C**) enables CSCDA Open PACE programs to be available to owners of residential and commercial property within the City to finance permanently fixed renewable energy, energy efficiency, water efficiency, and seismic strengthening improvements as well as electric vehicle charging infrastructure.

CSCDA, and not the City, will be responsible for entering into voluntary contractual assessment agreements with participating property owners, levying the voluntary contractual assessments, issuing bonds to finance the Improvements and taking remedial actions in the event of delinquent assessment payments. The resolution (**Attachment C**) expressly provides that the City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in assessment payments, or the issuance, sale or administration of any bonds issued in connection with CSCDA Open PACE.

## **ENVIRONMENTAL REVIEW**

The adoption of the Resolution is not a "project" under the California Environmental Quality Act (CEQA), because it does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, pursuant to Title 14, California Code of Regulations, Section 15378(b)(4).

## **FISCAL IMPACT**

There is no negative fiscal impact to the City's general fund by consenting to the inclusion of properties within the City limits in CSCDA Open PACE. All CSCDA Open PACE administrative costs are covered through an initial administrative fee included in the property owner's voluntary contractual assessment and an annual administrative fee, which is also collected on the property owner's tax bill.

## **RECOMMENDATIONS**

Adopt Resolution No. 8454 – RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CSCDA OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING OTHER RELATED ACTIONS.

## **ATTACHMENTS**

- A – Resolution No. 8454
- B – Program Report
- C – Program Participants

**CITY OF OROVILLE  
RESOLUTION NO. 8454**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING OTHER RELATED ACTIONS**

**WHEREAS**, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Oroville (the "City"); and

**WHEREAS**, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CSCDA Open PACE, consisting of CSCDA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the "Programs"), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

**WHEREAS**, the program administrators currently active in administering Programs are the AllianceNRG Program (presently consisting of Deutsche Bank Securities Inc., CounterPointe Energy Solutions LLC and Leidos Engineering, LLC), PACE Funding LLC and Renewable Funding LLC, and the Authority will notify the City in advance of any additions or changes; and

**WHEREAS**, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

**WHEREAS**, the City desires to allow the owners of property ("Participating Property Owners") within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

**WHEREAS**, the territory within which assessments may be levied for the Programs shall include all of the territory within the City's official boundaries; and

**WHEREAS**, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

**WHEREAS**, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

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

Section 1. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Programs within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 2. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that:

- (1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and
- (2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

Section 3. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City Administrator of the City from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: Community Development Director or his/her designee.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

Section 5. The City Council hereby finds that adoption of this Resolution is not a “project” under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 6. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

Section 7. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of February, 2016, 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

# California Statewide Communities Development Authority

## Open PACE Program Report

### December 4, 2014

## 1. Introduction

The California Statewide Communities Development Authority ("CSCDA") has established the CSCDA Open PACE Program for the benefit of its county-members (including any incorporated city within those counties) and the cities in Los Angeles County that are members of CSCDA (Los Angeles County is not currently a member of CSCDA). This CSCDA Open PACE Program Report (this "Program Report") outlines the basic design and financing structure of a property assessed clean energy ("PACE") municipal financing program called the CSCDA Open PACE Program (the "Open PACE Program" or "Program").

CSCDA anticipates that there will be multiple program administrators engaged to independently administer and provide financing under the Open PACE Program. Separate Program Handbooks will provide additional details about how the Open PACE Program will operate in respect of a particular program administrator.

### 1.1 California Statewide Communities Development Authority

The California Statewide Communities Development Authority ("CSCDA") is a statewide joint powers authority sponsored by the California State Association of Counties and the League of California Cities. CSCDA's mission is to provide local governments access to low-cost financing for projects that provide a tangible public benefit, contribute to social and economic growth, and improve the overall quality of life in local communities.

### 1.2 Purpose of the Open PACE Program

CSCDA is offering the Open PACE Program on a statewide basis to encourage the installation of distributed generation renewable energy sources, energy efficiency improvements, water efficiency improvements, seismic strengthening improvements and electric vehicle charging infrastructure within the existing residential and non-residential building stock. CSCDA will issue assessment-backed bonds that will allow property owners to access competitive interest rates offered by the capital markets.

With the passage of AB 32, the State of California (the "State") set ambitious goals for reducing carbon emissions and building alternative energy use. The California Public Utilities Commission has set a goal of retrofitting over 13 million residences in the State to be at least 30% more energy efficient. Many California cities and counties have also set their own greenhouse gas reduction targets. Similarly, water conservation efforts, including the promotion of water-related improvements to residential, commercial, industrial, or other real property, are necessary to address the issue of chronic water shortages in the State.

Property owners can help to achieve greenhouse gas reductions and reduce water use and, at the same time, save money by investing in distributed generation renewable energy sources, energy efficiency, and/or water efficiency improvements. The number one barrier to achieving these goals is the large upfront cost. Utilities sell power and water to their customers as a simple pay-as-you-go service. Homes and businesses can be converted to clean energy and reduce water use quickly, but many believe that it can happen only if paying for distributed generation renewable energy sources, energy efficiency improvements and water efficiency improvements becomes simple - like paying a utility bill. The Open PACE Program can make this happen.

Many cities and counties in the State have begun screening properties in their jurisdictions for deficient wood frame construction ("Soft Story") and enacting mandatory seismic retrofit ordinances to address these problems. The Open PACE Program can provide property owners with an efficient means to finance these seismic retrofits and comply with local law.

### 1.3 Assessment Financing; Contractual Assessments

The Open PACE Program uses a tool that is widely used by local agencies in California to finance public benefit projects: land-secured financing. State law has long provided cities and counties with the power to issue bonds and levy assessments on the county property tax bill to finance public projects such as sewers, parks, and the undergrounding of utilities.

Chapter 29 of the Improvement Act of 1911, commencing with Section 5898.10 of the Streets & Highways Code of the State ("Chapter 29"), authorizes the levy of "contractual assessments" to finance the installation of distributed generation renewable energy sources, energy efficiency improvements, water efficiency improvements, seismic strengthening improvements, and electric vehicle charging infrastructure that are permanently fixed to real property.

A "contractual assessment" is an assessment that is levied by contract, between a public agency and property owner, pursuant to Chapter 29. A draft form of assessment contract is attached to this Program Report as Exhibit A (the "Assessment Contract"). The Assessment Contract is strictly voluntary and will be executed by each participating property owner and CSCDA.

Under the Open PACE Program, a contractual assessment lien is placed on each participating property in an amount necessary to (i) finance the installation of authorized renewable energy, energy efficiency, water efficiency, seismic strengthening or electric vehicle charging infrastructure improvements over a 5-39 year period of time, depending upon the expected useful life of the financed improvements, (ii) pay for costs of issuing bonds (including funding a reserve fund, if required), and (iii) pay the costs of administering the Open PACE Program. The contractual assessment installments are collected on the property tax bill of the county in which the participating property is located. If the owner sells the property, the contractual assessment obligation remains an obligation of the property.

Under the Open PACE Program, if a property owner fails to pay the annual contractual assessment installments, CSCDA is obligated to strip the delinquent installments off the property tax bill and commence judicial proceedings to foreclose the lien of the delinquent installments. This is an expedited procedure that can result in the public sale of the property in less than a year.

All property owners participating in the Open PACE Program need to consult their private lenders to determine that the execution of the Assessment Contract will not violate their existing loan agreements. Property owners may wish to obtain written consent or affirmative acknowledgement of existing lenders whose consent or affirmative acknowledgement is required for further encumbrance. The Open PACE Program's consent or affirmative acknowledgement requirement, if any, will be detailed in the Program Handbooks.

The Open PACE Program is completely voluntary, and property taxes for properties that do not choose to participate are completely unaffected by the Open PACE Program. Individual contractual assessments are not affected by other properties participating in the Open PACE Program.

## 1.4 Purpose of This Program Report

This Program Report constitutes the report required pursuant to Section 5898.22 of Chapter 29 for the Open PACE Program. The Open PACE Program will be offered throughout the State to owners of property that is located within the boundaries of:

- a. the unincorporated territory of a county that is a member of CSCDA, and the board of supervisors of that county has adopted an authorizing resolution in compliance with applicable law;
- b. the incorporated territory of a city located within a county that is a member of CSCDA, and the legislative body of the city has adopted an authorizing resolution in compliance with applicable law; or
- c. a city in Los Angeles County, and the legislative body of the City in Los Angeles County has adopted an authorizing resolution in compliance with applicable law.

## 1.5 Program Administration and Underwriting

CSCDA has hired third-party administrators to administer the Open PACE Program, initially the AllianceNRG™ Program (delivered by Counterpointe Energy Solutions, Deutsche Bank and Leidos Engineering) and Renovate America, LLC. The administrators will review applications and provide marketing and customer service through a website, email, and a toll-free phone number.

## 2. Program Requirements

This Program Report identifies the Open PACE Program requirements relating to the types of improvements that can be financed under the Open PACE Program, eligible properties and financing parameters.

## 2.1 Eligible Products

The Open PACE Program offers financing of the installation of only approved distributed generation renewable energy sources, energy efficiency improvements, water efficiency improvements, seismic strengthening improvements and electric vehicle charging infrastructure improvements that will be permanently fixed to real property (“Eligible Products”).

The Open PACE Program will offer financing for a number of eligible equipment types, energy efficiency measures, water efficiency/conservation improvements, solar systems, seismic strengthening improvements and other innovative, energy-saving, water saving, and energy generation custom products for residential and commercial property owners as specified in the applicable Program Handbook.

Minimum energy efficiency specifications are set at EnergyStar, California Title 24 and Title 20, and WaterSense standards, as applicable. Efficiency standards will “ratchet-up” with EnergyStar, WaterSense, California Title 24 and Title 20 standards, or other new standards as may be appropriate and as agreed upon by the applicable program administrator.

Any solar PV system must be eligible for and participate in CSI or an equivalent utility rebate program, unless the property is not connected to the electricity grid or such utility rebate program is not available.

Property owners are responsible for installation, operation and maintenance of the Eligible Products installed as a result of their participation in the Open PACE Program. Property owners must address performance and other system-related issues directly with the contractor according to the terms of the contract between the property owner and the contractor. The Open PACE Program is a financing program only. Neither CSCDA nor its employees or agents are responsible for the Eligible Products or their performance.

## 2.2 Property Eligibility Criteria

In order to receive financing from the Open PACE Program, the property to be assessed and its owners must meet the following basic requirements. Details on the criteria are provided in the Program Handbooks; the criteria may be modified from time to time by the program administrators (without action by the Commission of CSCDA) in order to conform to changes in law, emerging best practices or otherwise deemed appropriate but the criteria must at all times be in compliance with applicable law.

- a. **Applicant.** Applicant(s) must be the property owner(s) of record.
- b. **Address.** The applicant’s property must be located within the boundaries of a jurisdiction that has authorized the Open PACE Program to operate within its boundaries as described in Section 1.4 of this Program Report.
- c. **Involuntary Liens.** The property must not be subject to involuntary liens, judgments or defaults or judgments in excess of the amount identified in the applicable Program Handbook.
- d. **Property Taxes.** The property owners must be current on their property taxes within the time period specified in the applicable Program Handbook.
- e. **Mortgage Debt.** The mortgage debt on the property must not exceed that certain percentage of the value of the property as set forth in the applicable Program Handbook.
- f. **Annual Property Taxes.** The total annual property tax and assessments, including the contractual assessment, on the property must not exceed 5% of the property’s market value, as determined at the time of approval of the Assessment Contract.
- g. **Bankruptcy.** The property owner must not have declared bankruptcy within the time period specified in the applicable Program Handbook.

## 2.3 Eligible Contractors

The cost of installation of Eligible Products shall be eligible to be financed under the Open PACE Program only if such installation is completed by a contractor that is registered with the Open PACE Program or by the property owner if self-installing such Eligible Products. A list of contractors that are registered with the Open PACE Program shall also be located on the Open PACE Program website. Registration of a contractor with the Open PACE Program is neither a recommendation of such contractor nor a guaranty of or acceptance of responsibility for such of such contractors by CSCDA, Deutsche Bank, Leidos Engineering, Counterpointe Energy Solutions, Renovate America or the City or County in which the property upon which the Eligible Products are installed is located, any of their

respective officers, employees nor agents and none of CSCDA, Deutsche Bank, Leidos Engineering, Counterpointe Energy Solutions, Renovate America, the City or County in which the property upon which the Eligible Products are installed is located or any of their respective officers, employees or agents have any responsibility whatsoever for the selection by a property owner of a registered contractor or the work performed by such registered contractor.

## 2.4 Quality Assurance

Quality assurance protocols serve to prevent improper or low-quality installation of energy and water improvements and protect against fraud and abuse in the Open PACE Program. The Open PACE Program will institute a quality assurance protocol. All quality assurance procedures are subject to review and adjustment based on applicable State and federal standards. Details on the current quality assurance procedures are outlined in the applicable Program Handbook. Despite the presence of these protocols and procedures, the responsibility for the successful operation of any products is that of the property owner and its contractor, and not of CSCDA, Deutsche Bank, Leidos Engineering, Counterpointe Energy Solutions, Renovate America or the City or County in which the property upon which the Eligible Products are installed is located, including their respective officers, agents or employees.

## 3. Financing of the Open PACE Program

### 3.1 Minimum and Maximum Financing Amounts

**Maximum Financing Amount for the Open PACE Program.** The maximum aggregate dollar amount of the principal component of contractual assessments to be levied under the Open PACE Program is \$41 billion, subject to increase if there is sufficient demand.

**Minimum and Maximum Financing Amounts for Each Property.** The minimum and maximum financing amount for a single property is defined in the Program Handbooks.

### 3.2 Financing Structure

CSCDA will finance the installation of Eligible Products by issuing bonds backed by the assessments created by the Open PACE Program. The proceeds from the sale of the bonds will provide capital for the Open PACE Program to finance the Eligible Products. The financing or refinancing of Eligible Products may be in the form of paying for the ownership of the Improvements or, subject to the requirements of Chapter 29, paying or prepaying for the energy or other output of the Improvements, which Improvements may be owned for tax purposes or otherwise by a third-party.

### 3.3 Overview of Application and Financing Process

Applications from property owners for financing will be considered on a first come, first served basis. If an authorized maximum amount is exceeded, then the last property that caused the authorization amount to be exceeded will be ineligible for financing. All applications receive a time stamp in order to evidence priority.

#### Sample Residential Application and Financing Process

**Education.** Property owners visit the Open PACE Program website to learn about the Open PACE Program, financing terms and other details, and find approved contractors and products.

**Application.** Property owners may complete an application over the phone, mail, fax or on-line. Completed applications must include a proposed project and contractor bid. Property owners must agree to the Open PACE Program terms as part of the application.

**Review and Approval.** The Open PACE Program performs title search to confirm ownership, screens for unpaid taxes or other delinquent property-based debt, applies loan-to-value metrics, and evaluates the proposed project. CSCDA will approve an application only after confirming that the property meets the underwriting criteria and other Open PACE Program requirements as outlined in this Program Report and the applicable Program Handbook.

**Reservation.** If CSCDA approves an application, the Open PACE Program will provide a Notice to Proceed to the property owner. The property owner has a specific period of time to install the Eligible Products and to request funding when the property has met all the applicable requirements for funding.

**Installation.** A qualified contractor must complete the installation of Eligible Products on the property. See "Eligible Products" and "Eligible Contractors" in the applicable Program Handbook.

**Financing.** Once a project is complete, the property owner submits a Completion Certificate, a lien is placed on the property, a bond is issued, and payment is released to the payment designee; however, where identified in the applicable Program Handbook, progress payments in the form of multiple disbursements may be arranged.

**Repayment.** The property owner will be expected to pay the contractual assessment installments in the amounts and at the times specified in the Assessment Contract. In general, the contractual assessments will be due at the same time as property taxes.

## Sample Non-Residential Application and Financing Process

**Education.** Property owners visit the Open PACE Program web site to learn about the Open PACE Program, financing terms and other details, and find approved contractors and products. Additional information will be provided to non-residential property owners to determine that they meet the eligibility requirements outlined in the applicable Program Handbook.

**Application.** Property owners will complete an application over the phone, mail, fax or on-line. Applications must include a proposed project and contractor bid. Property owners must agree to the Open PACE Program terms as part of the application.

**Review and Approval.** The Open PACE Program performs title work to confirm ownership, screens for unpaid taxes or other delinquent property-based debt, applies loan-to-value metrics, and evaluates the proposed project. CSCDA will approve an application only after confirming that the property meets the underwriting criteria and other Open PACE Program requirements as outlined in this Program Report the applicable Program Handbook.

**Reservation.** If CSCDA approves an application, the Open PACE Program will provide a notice to proceed to the property owner. The property owner has a specific period of time to install the Eligible Products and request funding when the property has met all the applicable requirements for funding.

**Installation.** A qualified contractor must complete the installation of Eligible Products on the property. See Eligible Products” and “Eligible Contractors” in the applicable Program Handbook.

**Financing.** Once a project is complete, the property owner submits a Completion Certificate, a lien is placed on the property, a bond is issued, and payment is released to the payment designee; however, where identified in the applicable Program Handbook, progress payments in the form of multiple disbursements may be arranged.

**Repayment.** The property owner will be expected to pay the contractual assessment installments in the amounts and at the times specified in the Assessment Contract. In general, the contractual assessments will be due at the same time as property taxes.

## 3.4 Application; Approval or Denial

**Application.** All property owners interested in applying to the Open PACE Program must submit a signed application along with other application documents.

**Approval or Denial.** Based on the eligibility requirements listed in the applicable Program Handbook, CSCDA will approve or deny a residential or non-residential application within the specific time periods identified in the applicable Program Handbook. The applicant will be notified of approval or denial via email. See “Consumer Protection” in Section 4.

## 3.5 Costs of Issuance and Administrative Costs

The costs of issuing bonds and administering the Open PACE Program will be financed through participant application fees, proceeds of the financing, and an administrative component of the contractual assessment installments.

**Financing of Upfront Costs.** In addition to financing installation of the Eligible Products, CSCDA may finance certain costs of issuance and administrative costs, including but not limited to, the following amounts, which amounts may be included in the Assessment:

- **Program-Related Fees.** These include closing fees paid from a portion of bond proceeds to CSCDA, any other entities responsible for program management and administration, and bond counsel to CSCDA, as well as any other related costs of issuance of any bond.

- **Lien Recording Fee.** This one-time fee is paid from a portion of bond proceeds to cover the cost associated with recording the lien of the Assessment on the participating property.
- **Reserve Fund Deposit.** This is a one-time deposit from a portion of bond proceeds into a debt service reserve fund for bonds issued by CSCDA to finance installation of the Eligible Products on the property and other properties participating in the Open PACE Program.
- **California Alternative Energy and Advanced Transportation Financing Authority (“CAEATFA”) PACE Loss Reserve Program Fee.** This is a one-time fee associated with the CAEATFA PACE Loss Reserve Program, which benefits any first mortgage lender on the property and other properties participating in the Open PACE Program. The fee will be paid from a portion of bond proceeds. This fee only applies to residential financing.
- **Deposit to Administrative Expense Fund for Foreclosure Expenses.** This is a one-time deposit from a portion of bond proceeds into an account that CSCDA may use to pay for the costs of foreclosing on the property and other properties participating in the Open PACE Program as a result of a delinquency in the payment of any contractual assessment installments or administrative expenses.
- **Capitalized Interest.** Each county establishes a deadline for placing contractual assessment installments and related administrative expenses on the county’s tax roll each year. Depending on the date that CSCDA issues a bond to finance installation of Eligible Products on a particular property in relationship to the applicable tax roll deadline of the county in which the related participating property is located a portion of the proceeds of the bond may be used to fund the payment of one or more interest payments on the bond.

**Administrative Expenses.** Pursuant to the 1915 Act (including Sections 8682(b) and 8682.1(a)), CSCDA may add annual amounts to any Financing Installment in order to pay for the costs of collecting that installment and administering the Open PACE Program.

### 3.6 Amounts That Can Be Financed

**Financing Cost.** In order to receive funding, property owners will agree to pay annual assessment installments in an amount equal to (i) a portion of the principal amount of the contractual assessment (ii) interest on the unpaid principal amount of the contractual assessment, and (iii) ongoing administrative expenses.

**1. Principal Amount.** The principal amount of the contractual assessment may be composed of various costs and deposits including, but not limited to, the following items:

- Eligible Costs.** The Open PACE Program may finance the costs of installing Eligible Products, energy-efficiency or water-efficiency audit costs, and related professional services fees for engineering, project management and financing transaction structuring. All local and state rebates received for the project must be deducted from the financed amount prior to approval. The amount of the federal Investment Tax Credit (ITC) that the property may be eligible to receive does not need to be deducted from the financed amount.
- Deposit to a Debt Service Reserve Fund.** CSCDA or project investors may require property owners to finance a deposit to a debt service reserve fund; the reserve fund would be used to pay debt service on the bonds in the event of contractual assessment installment delinquencies. The amount of the deposit to a debt service reserve fund will be provided in the applicable Program Handbook.
- Deposit to CAEATFA Loss Reserve Fund.** The Open PACE Program may participate in the California Alternative Energy and Advanced Transportation Finance Authority’s Loss Reserve Program that will reimburse mortgage holders on losses experienced as a result of the Open PACE Program lien on foreclosed properties. The amount of the deposit to the Loss Reserve Fund will be provided in the applicable Program Handbook.
- Deposit to Administrative Expense Fund for Foreclosure Expenses.** CSCDA may require property owners to finance a deposit to an account that will cover CSCDA’s costs to initiate judicial foreclosure for properties that are delinquent on payment of their assessment contract. The amount of such deposit will be provided in the applicable Program Handbook.
- Capitalized Interest.** Because each county has established a deadline for placing the contractual assessments on its property tax bill, the principal component of the contractual assessment may also include the interest on the related bonds for one or more interest payment dates.

- f. **Costs of Issuance and Administrative Costs.** Initial administrative costs and the costs of issuing any bonds are built into the principal component of the contractual assessment. The costs to be included in the principal component are provided in the applicable Program Handbook. See Costs of Issuance of Administrative Costs in Section 3.5.

**2. Interest Rate.** The rate of interest on the contractual assessment will be a fixed interest rate. The rate will be fixed at the time of a completed application for each assessment contract.

**3. Ongoing Program Administrative Fees.** Ongoing administrative costs are reflected in the administrative component of the annual contractual assessment installments and subject to increase by CSCDA. See "Costs of Issuance and Administrative Costs" in Section 3.5.

### 3.7 Payment Terms

Payment of the Open PACE annual contractual assessment installments is made through the addition of a line item on the property tax bill. Payment terms range from five to 39 years, depending on the average expected useful life of the installed Eligible Product.

Contractual assessments may be prepaid in full or in part at any time and may or may not be subject to a prepayment penalty. The prepayment penalty will be identified in the Assessment Contract.

### 3.8 Transfer or Resale of Property

The contractual assessment obligation remains an obligation of the subject property following the sale of the subject property. Successor property owners will receive disclosure of the contractual assessment as a result of the two statutory notices recorded in the real property records: the "Notice of Assessment" and the "Payment of Contractual Assessment Required." In addition, sellers of property are obligated by California law to disclose the contractual assessment obligations to prospective purchasers.

## 4. Consumer Protection

The Open PACE Program is subject to certain State and federal laws designed to protect consumers. Among other things, these laws require CSCDA to disclose information to property owners and, only during the three-day period following execution of the Assessment Contract, guarantee certain residential property owners the right to rescind the Assessment Contract without penalty (including the return of the application fee, if applicable). CSCDA will comply with all applicable State and federal laws in connection with the Open PACE Program.

## 5. Duration

The Open PACE Program will continue as long as there is sufficient demand and there is a positive regulatory environment.

## 6. Public Agency Official

CSCDA will, from time to time, authorize certain representatives to execute Assessment Contracts on its behalf; the current authorized representative is:

Name: Norman Coppinger  
Title: Administrative Director  
Phone: (916) 658-8277  
Email: ncoppinger@cacities.org  
Address: 1400 K Street, Suite 400  
Sacramento, CA 95814

## 7. Changes to the Report

CSCDA may make changes to this Report and the other Open PACE Program documents from time to time in its absolute discretion. No such changes will affect the amounts payable by a property owner under an existing Assessment Contract.

## **8. Program Handbooks**

CSCDA has prepared Program Handbooks to communicate the Open PACE Program details to property owners and other interested parties. The Program Handbooks will be amended from time to time to reflect the details of the Open PACE Program.

## **9. Schedules and Exhibits**

Schedule I: List of County-Members

Schedule II: List of City-Members Within Los Angeles County

Exhibit A: Form of Assessment Contract

Exhibit B: Open PACE Program Boundary Maps

**SCHEDULE I**  
**LIST OF COUNTIES**

Alameda	Placer
Alpine	Plumas
Amador	Riverside
Butte	Sacramento
Calaveras	San Benito
Colusa	San Bernardino
Contra Costa	San Diego
Del Norte	San Francisco
El Dorado	San Joaquin
Fresno	San Luis Obispo
Glenn	San Mateo
Humboldt	Santa Barbara
Imperial	Santa Clara
Inyo	Santa Cruz
Kern	Shasta
Kings	Sierra
Lake	Siskiyou
Lassen	Solano
Madera	Sonoma
Marin	Stanislaus
Mariposa	Sutter
Mendocino	Tehama
Merced	Trinity
Modoc	Tulare
Mono	Tuolumne
Monterey	Ventura
Napa	Yolo
Nevada	Yuba
Orange	

## SCHEDULE II

### LIST OF CITIES WITHIN LOS ANGELES COUNTY

Agoura Hills	Gardena	Paramount
Alhambra	Glendale	Pasadena
Arcadia	Glendora	Pico Rivera
Artesia	Hawaiian Gardens	Pomona
Avalon	Hawthorne	Rancho Palos Verdes
Azusa	Hermosa Beach	Redondo Beach
Baldwin Park	Huntington Park	Rolling Hills Estates
Bell	Industry	San Dimas
Bell Gardens	Inglewood	San Gabriel
Bellflower	La Mirada	San Marino
Beverly Hills	La Verne	Santa Clarita
Burbank	Lakewood	Santa Fe Springs
Calabasas	Lancaster	Santa Monica
Carson	Lomita	South Gate
Claremont	Long Beach	South Pasadena
Commerce	Los Angeles	Temple City
Compton	Lynwood	Torrance
Covina	Maywood	Vernon
Cudahy	Monrovia	Walnut
Culver City	Montebello	West Covina
Downey	Monterey Park	West Hollywood
Duarte	Norwalk	Westlake Village
El Monte	Palmdale	Whittier
El Segundo	Palos Verdes Estates	

**EXHIBIT A**  
**FORM OF ASSESSMENT CONTRACT**

[ATTACHED]

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY  
OPEN PACE PROGRAM  
ASSESSMENT CONTRACT**

This Assessment Contract (this "Contract") is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the California Statewide Communities Development Authority (the "Authority"), and the record owner(s), \_\_\_\_\_ (the "Property Owner") of the fee title to the real property identified on Exhibit A (the "Property").

**RECITALS**

WHEREAS, the Authority is a joint exercise of powers authority the members of which include numerous cities and counties in the State of California; and

WHEREAS, the Authority has established the CSCDA Open PACE Program (the "Program") to allow the financing or refinancing of certain distributed generation renewable energy sources, energy efficiency improvements, water efficiency improvements, seismic strengthening improvements, electric vehicle charging infrastructure and such other work, infrastructure or improvements as may be authorized by law from time to time that are permanently fixed to real property (the "Authorized Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") and the issuance of improvement bonds under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act") upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied pursuant to a contract between the property owner and the public agency; and

WHEREAS, the Authority has conducted the proceedings required by Chapter 29 with respect to the territory within the boundaries of the City or County identified in Exhibit A (the "Participating Entity"); and

WHEREAS, the Authority has appointed \_\_\_\_\_, as a program administrator (together with any successors or assigns, the "Program Administrator") for the Program as it pertains to this Contract; and

WHEREAS, the Property is located in the boundaries of the Participating Entity, and the Participating Entity has consented to (i) owners of property within its jurisdiction (the "Participating Property Owners") participating in the Program and (ii) the Authority conducting assessment proceedings under Chapter 29 and issuing bonds under the 1915 Act to finance or refinance the Authorized Improvements; and

WHEREAS, pursuant to Chapter 29, the Authority and the Property Owner wish to enter into a contract pursuant to which the Property Owner would agree to pay an assessment in order to finance or refinance the installation of the Authorized Improvements described in Exhibit A (the "Improvements") and the Authority would agree to provide financing, all on the terms set forth in this Contract;

NOW, THEREFORE, in consideration of the foregoing and the material covenants hereinafter contained, the Property Owner and the Authority formally covenant, agree and bind themselves and their successors and assigns as follows:

## AGREEMENT

**Section 1.**     Purpose. The Property Owner and the Authority are entering into this Contract for the purpose of financing or refinancing the installation of the Improvements identified on Exhibit A.

**Section 2.**     The Property. This Contract relates to the real property identified on Exhibit A. The Property Owner has supplied to the Authority current evidence of its ownership of fee title to the Property and possesses all legal authority necessary to execute this Contract on behalf of the Property Owner.

**Section 3.**     Contract to Pay Assessment; Prepayment; Non-Completion Assessment

(a)     Payment of Assessment. The Property Owner hereby freely and willingly agrees to pay the assessment set forth on Exhibit B (the "Assessment"). The Authority will not provide financing in an amount in excess of the Assessment. Interest will accrue on the Assessment at the interest rate set forth on Exhibit B beginning on the date on which the Authority issues bonds to finance or refinance the installation of the Improvements. Except as otherwise set forth in this Contract, the Assessment will be paid in the installments set forth in Exhibit B.

(b)     Administrative Expenses. The Property Owner hereby acknowledges that, pursuant to the 1915 Act, including Sections 8682(b) and 8682.1(a), the Authority may add amounts to an annual installment of the Assessment in order to pay for the costs of collecting the Assessment, the annual administration of the Assessment, the annual administration of bonds secured by the Assessment and other administrative costs (the "Annual Assessment Administrative Fee").

(c)     Prepayment of the Assessment. The Assessment may be prepaid, in whole or in any amount of at least \$[2,500], at any time upon the payment of (a) the amount of any delinquent installments of principal or interest on the Assessment, together with penalties accrued to the date of prepayment, plus (b) the whole or, subject to the minimum amount set forth in this subsection, a portion of the unpaid non-delinquent principal of the Assessment (the "Assessment Prepayment Amount"), plus (c) interest on the Assessment Prepayment Amount to the earlier of March 2nd or September 2nd occurring at least 50 days following the date the prepayment is made, plus (d) an amount equal to the redemption premium, if any, necessary to redeem the principal amount of bonds corresponding to the amount of the Assessment Prepayment Amount, plus (e) a reasonable fee, if charged by the Authority or Program Administrator, for the cost of administering the prepayment and the redemption of bonds.

(d)     Absolute Obligation. The Property Owner hereby agrees that the Assessment will not be subject to reduction, offset or credit of any kind in the event that the Improvements fail to perform in any way or for any reason, the bonds secured thereby are refunded or for any other reason.

**Section 4.**     Collection of Assessment; Lien. The Assessment, the interest and penalties thereon as a result of a delinquency in the payment of any installment of the Assessment, and the Annual Assessment Administrative Fee shall constitute a lien against the Property until they are paid and shall be collected and, as set forth in Chapter 29, such lien shall be coequal to and independent of the lien for general taxes.

The Property Owner acknowledges that if any Assessment installment is not paid when due, the Authority has the right to have such delinquent installment and its associated penalties and interest stripped off the secured property tax roll and immediately enforced through a judicial foreclosure action that could result in a sale of the Property for the payment of the delinquent installments, associated penalties and interest, and all costs of suit, including attorneys' fees. The Property Owner acknowledges

that, if bonds are sold to finance the Improvements, the Authority may pledge and assign this Contract and the related Assessment and lien as security for the bonds and obligate itself, through a covenant with the owners of such bonds, to exercise its judicial foreclosure rights with respect to delinquent Assessment installments under circumstances specified in such covenant.

**Section 5.**      Financing or Refinancing of the Improvements.

(a)      Contract to Finance or Refinance Improvements. The Authority hereby agrees to use the Assessment, together with the Annual Assessment Administrative Fee, to finance or refinance the Improvements, including the payment of the Authority's reasonable costs of administering the Program, subject to the Property Owner's compliance with the conditions for such financing or refinancing established by the Authority. Such financing or refinancing may be in the form of paying for the ownership of the Improvements or, subject to the requirements of Chapter 29, paying or prepaying for the energy or other output of the Improvements, which Improvements may be owned for tax purposes or otherwise by a third-party.

(b)      Assessment Installments. The Property Owner agrees to the issuance of bonds by the Authority to finance or refinance the installation of the Improvements. The interest rate used to calculate the Assessment installments set forth on Exhibit B is identified on Exhibit B. If the Authority determines in its sole discretion that the Assessment installments may be reduced because the applicable interest rate on the bonds issued to finance or refinance installation of the Improvements is lower than the interest rate specified in Exhibit B or if the cost of the Improvements, as shown in a final invoice provided to the Authority by the Property Owner, is less than the amount shown on Exhibit B, then, concurrently with the disbursement of funds to the Property Owner, the Authority may provide the Property Owner with a schedule of annual Assessment installments that provides for annual installments that are less than those set forth in the attached Exhibit B. The Authority's determination shall be final and conclusive.

**Section 6.**      Term: Contract Runs with the Land: Subdivision.

(a)      Except as otherwise set forth in this Contract, this Contract shall expire upon the final payment or prepayment of the Assessment.

(b)      This Contract establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the land pursuant to Civil Code Section 1462.

(c)      In the event the Property is subdivided while the Assessment remains unpaid, the Assessment will be assigned to each of the newly-created parcels on a per-acre basis, unless the Authority, in its sole discretion, determines that the Assessment should be allocated in an alternate manner.

**Section 7.**      Recordation of Documents. The Property Owner hereby authorizes and directs the Authority to cause to be recorded in the office of the County Recorder the various notices and other documents required by Chapter 29 and other applicable laws to be recorded against the Property.

**Section 8.**      Notice. To the extent required by applicable Law, the Property Owner hereby agrees to provide written notice to any subsequent purchaser of the Property of the obligation to pay the Assessment pursuant to this Contract.

**Section 9.**      Waivers, Acknowledgment and Contract. Because this Contract reflects the Property Owner's free and willing consent to pay the Assessment following a noticed public hearing, the Property Owner hereby waives any otherwise applicable requirements of Article XIID of the California Constitution

or any other provision of California law for an engineer's report, notice, public hearing, protest or ballot.

The Property Owner hereby waives its right to repeal the Assessment by initiative or any other action, or to file any lawsuit or other proceeding to challenge the Assessment or any aspect of the proceedings of the Authority undertaken in connection with the Program. The Property Owner hereby agrees that the Property Owner and its successors in interest to fee title in the Property shall be solely responsible for the installation, operation and maintenance of the Improvements. The Property Owner hereby acknowledges that the Property will be responsible for payment of the Assessment regardless of whether the Improvements are properly installed, operated, maintained or perform as expected.

The Property Owner hereby agrees that the Authority is entering into this Contract solely for the purpose of assisting the Property Owner with the financing or refinancing of the installation of the Improvements, and that the Authority and the Participating Entity has no responsibility of any kind for, and shall have no liability arising out of, the installation, operation, financing, refinancing, maintenance or performance of the Improvements. Based upon the foregoing, the Property Owner hereby waives the right to recover from and fully and irrevocably releases the Authority, the Participating Entity and any and all agents, employees, program administrators, attorneys, representatives and successors and assigns of the Authority and the Participating Entity from any and all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees), relating to the subject matter of this Contract that the Property Owner may now have or hereafter acquire against the Authority, the Participating Entity and any and all agents, employees, program administrators, attorneys, representatives and successors and assigns of the Authority or the Participating Entity.

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To the extent that the foregoing waivers and agreements are subject to Section 1542 of the California Civil Code or similar provisions of other applicable law, it is the intention of the Property Owner that the foregoing waivers and agreements will be effective as a bar to any and all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees), of whatever character, nature and kind, known or unknown, suspected or unsuspected, and Property Owner agrees to waive any and all rights and benefits conferred upon the Property Owner by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law. Section 1542 reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BY INITIALING BELOW, OWNER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

Property Owner 1 Initials:	_____	Property Owner 2 Initials:	_____
Property Owner 3 Initials:	_____	Property Owner 4 Initials:	_____

The waivers, releases and agreements set forth in this Section 9 shall survive termination of this Contract.

**Section 10. Indemnification.** The Property Owner agrees to indemnify, defend, protect, and hold harmless the Authority, the Participating Entity and any and all agents, employees, program administrators, attorneys, representatives and successors and assigns of the Authority or the Participating Entity, from and against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) and any demands of any nature whatsoever related directly or indirectly to, or arising out of or in connection with (i) the Property Owner's participation in the Program, (ii) the Assessment, (iii) the Improvements, or (iv) any other fact, circumstance or event related to the subject matter of this Contract, regardless of whether such losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) accrue before or after the date of this Contract.

The provisions of this Section 10 shall survive the termination of this Contract.

**Section 11. Right to Inspect Property.** The Property Owner hereby grants the Authority, its agents and representatives the right to enter at any reasonable time, upon reasonable notice, to inspect the Improvements. The Property Owner further hereby grants the Authority, its agents and representatives the right to examine and copy any documentation relating to the Improvements.

**Section 12.** Carbon Credits. The Property Owner hereby agrees that any carbon credits attributable to the Improvements shall be owned by the Authority or its assignees.

**Section 13.** Program Application. The Property Owner hereby represents and warrants to the Authority that the information set forth in the Program Application submitted to the Authority in connection with its request for financing is true and correct as of the date hereof, and that the representations set forth in the Program Application with respect to the Property and the Property Owner are true and correct as of the date hereof as if made on the date hereof.

**Section 14.** Amendment. Except as set forth in Section 5(b), this Contract may be modified only by the written agreement of the Authority and the Property Owner.

**Section 15.** Binding Effect; Assignment. This Contract inures to the benefit of and is binding upon the Authority, the Property Owner and their respective successors and assigns. The Authority has the right to assign any or all of its rights and obligations under this Contract without the consent of the Property Owner. The Authority intends to delegate certain of its functions under this Contract to the Program Administrator and may pledge and assign this Contract to a trustee as security for the bonds issued to finance or refinance the Improvements. The obligation to pay the Assessment set forth in this Contract is an obligation of the Property and no agreement or action of the Property Owner will be competent to impair in any way the Authority's rights, including, but not limited to, the right to pursue judicial foreclosure of the Assessment lien or the right to enforce the collection of the Assessment or any installment thereof against the Property.

**Section 16.** Exhibits. Exhibits A and B attached to this Contract are incorporated into this Contract by this reference as if set forth in their entirety in this Contract.

**Section 17.** Severability. If any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Contract.

**Section 18.** Corrective Instruments. The Authority and the Property Owner agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Contract.

**Section 19.** Governing Law: Venue. This Contract shall be construed in accordance with and governed by the laws of the State of California applicable to contracts made and performed in the State of California. This Contract shall be enforceable in the State of California, and any action arising hereunder shall (unless waived by the Authority in writing) be filed and maintained in the Superior Court of California, County of Sacramento; provided, however, that actions to foreclose delinquent installments of the Assessment will be filed and maintained in the Superior Court of California in the County identified in Exhibit A.

**Section 20.** Counterparts. This Contract may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

**Section 21.** Monitoring and Recording of Telephone Calls. The Program may monitor and/or record telephone calls for security and customer service purposes. By agreeing to this Assessment Contract the Property Owner agrees to have their telephone calls with the Program recorded.

**Section 22. Electronic Signatures.**

(a) The parties hereto acknowledge and agree that this Contract may be executed by one or more electronic means (hereinafter referred to as "Electronic Signatures"). Each party hereto agrees that Electronic Signatures provided by such party shall constitute effective execution and delivery of this Contract by such party to all other parties to or relying on this Contract. Each party hereto agrees that Electronic Signatures shall constitute complete and satisfactory evidence of the intent of such party to be bound by those signatures and by the terms and conditions of this Contract as signed. Each party agrees that Electronic Signatures shall be deemed to be original signatures for all purposes.

(b) Each party hereto agrees to accept Electronic Signatures provided by any and all other parties to this Contract as: (i) full and sufficient intent by such parties to be bound hereunder, (ii) effective execution and delivery of this Contract and (iii) constituting this Contract an original for all purposes, without the necessity for any manually signed copies to be provided, maintained or to exist for back up or for any other purpose.

(c) If Electronic Signatures are used to execute this Contract, each party hereto hereby accepts the terms of, and intends and does sign, this Contract by its Electronic Signature hereto.

**Section 23. Contract Documents.** Property Owner understands and acknowledges that the entire agreement between Property Owner and the Authority includes each and every document specified in the List of Documents contained in Exhibit B to this Contract (together, the "Contract Documents").

By executing this Contract Property Owner acknowledges and agrees that:

a. Property Owner has had sufficient time to review and has reviewed each of the Contract Documents and has had the opportunity to ask any questions of the Authority that Property Owner may have regarding such Contract Documents.

b. Property Owner has reviewed, understands and agrees to each and every additional requirement and term contained in [Appendix B] to the Program Handbook (as defined in Exhibit B to this Contract, the "Program Handbook").

c. Property Owner has reviewed, understands, agrees to and affirms each and every representation and warranty contained in the Property Owner's application and the Program Handbook.

**Prior to executing this Assessment Contract I have read and understand (a) the Property Owners Acknowledgments and Disclosures contained in the (a) Application, (b) this Assessment Contract, (c) the Privacy Notice and (d) the Program Handbook**

**Owner(s) must execute and return this Contract to the Authority at the address set forth in the "Notice Information" section of Exhibit A hereto so that it is received by the Authority not later than \_\_\_\_\_. If the Property Owner(s) fail to return the signed Assessment Contract to the Authority by the indicated date, the Program reserves the right to require the Property Owner(s) to enter into a new Contract. All signatures of the Owner(s) must be notarized by a duly licensed notary unless all Owner(s) have previously successfully completed the identity verification process approved by the Authority.**

**IN WITNESS WHEREOF**, the Authority and the Property Owner have caused this Contract to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

The "Effective Date" is defined as the last date entered with the signatures of the parties below.

**Owner 1:**

\_\_\_\_\_, Signature

Date: \_\_\_\_\_  
Month/Day/Year

**Identity Verification Code:**  
\_\_\_\_\_

**Owner 2:**

\_\_\_\_\_, Signature

Date: \_\_\_\_\_  
Month/Day/Year

**Identity Verification Code:**  
\_\_\_\_\_

**Authority:** Authorized Signatory:

Name (*Please Print*) \_\_\_\_\_

Signature \_\_\_\_\_

Date of Execution by Authority \_\_\_\_\_

## EXHIBIT A

### DESCRIPTION OF PROPERTY, DESCRIPTION OF THE IMPROVEMENTS, AND NOTICE INFORMATION

#### **Description of Property:**

Property Owner(s) Name(s):

Property Address:

APN:

Participating Entity:

County:

#### **Description of Improvements:**

The Improvements include the following:

#### **Notice Information:**

[Open PACE Program Notice Information]

[Property Owner Notice Information]

## EXHIBIT B

### LIST OF CONTRACT DOCUMENTS, DISBURSEMENT, AND SCHEDULE OF ANNUAL ASSESSMENT INSTALLMENTS, INCLUDING PRINCIPAL, INTEREST AND ANNUAL ASSESSMENT ADMINISTRATIVE FEE

#### List of Contract Documents:

The Contract shall consist of the following documents:

- This Contract and the exhibits hereto;
- The Application;
- The Completion Certificate;
- The Assessment Cost and Payment Summary;
- The Notice of Assessment;
- The Payment of Contractual Assessment Required;
- The Program Handbook (\_\_\_\_ Program), Version \_\_\_\_, dated \_\_\_\_\_; and
- The Program website located at \_\_\_\_\_.

#### Disbursement:

The Maximum Disbursement Amount is \$ \_\_\_\_\_.

The Estimated Disbursement Date(s) will be no later than \_\_\_\_\_, which date(s) are used in the table below.

#### Schedule of Estimated Maximum Annual Assessment Installments:

The schedule of the estimated maximum Annual Assessment Installments is based on the following assumptions:

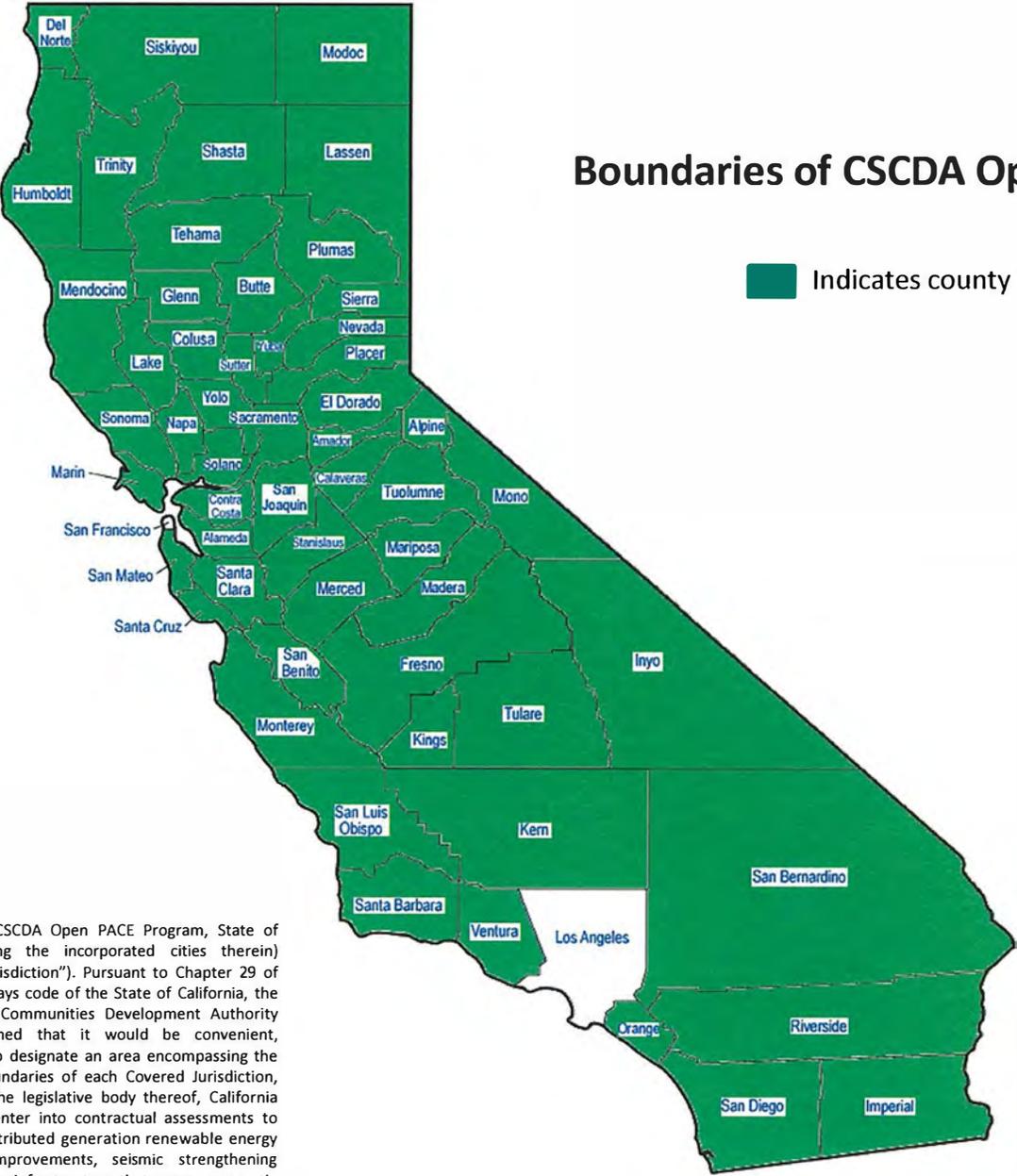
1. The Authority disburses the Maximum Disbursement Amount.
2. Interest totaling a maximum of \$ \_\_\_\_\_ will accumulate until your first Payment. That amount will be added to the Maximum Disbursement Amount.
3. The Authority disburses [the Maximum Disbursement Amount] [\$ \_\_\_\_\_] on [each of] the Estimated Disbursement Date(s).
4. The Assessment Interest Rate is \_\_\_\_%.
5. The Annual Percentage Rate (APR) of your assessment is \_\_\_\_%. APR is the Effective Cost of Credit in consumer loans and real estate loans expressed as a percentage interest rate. The annual percentage rate is the interest rate the borrower actually pays, including fees required in order to participate in the Program.
6. The total administrative fees, recording fees and other fees and costs added to your assessment is \$ \_\_\_\_\_.



**EXHIBIT B**  
**OPEN PACE PROGRAM BOUNDARY MAPS**  
[ATTACHED]

# Boundaries of CSCDA Open PACE Program

 Indicates county members of CSCDA



This map shows the boundaries of the CSCDA Open PACE Program, State of California, within the counties (including the incorporated cities therein) highlighted in green (each, a "Covered Jurisdiction"). Pursuant to Chapter 29 of Part 3 of Division 7 of the Streets & Highways code of the State of California, the Commission of the California Statewide Communities Development Authority ("California Communities") has determined that it would be convenient, advantageous, and in the public interest to designate an area encompassing the entire geographic territory within the boundaries of each Covered Jurisdiction, within which, subject to the consent of the legislative body thereof, California Communities and property owners may enter into contractual assessments to finance or refinance the installation of distributed generation renewable energy sources, energy or water efficiency improvements, seismic strengthening improvements and electric vehicle charging infrastructure that are permanently fixed to real property.





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COMMUNITY BENEFITS

POLICIES AND FEES

HOME / PROGRAM PARTICIPANTS



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PROGRAM PARTICIPANTS

COMMISSIONERS

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## CSCDA Program Participants

CSCDA is a statewide issuing authority that derives its issuing powers from city, county, special district members known as Program Participants. Any city, county or special district is eligible to become a Program Participant Amended and Restated Joint Exercise of Powers Agreement (the "JPA Agreement").

Please click on the following links to view the Program Participants, to view Signed JPA Agreements, to review Participant Activity Reports, and to conduct detailed searches of CSCDA Projects:

<b>Cities</b>	377
<b>Counties</b>	56
<b>Districts</b>	72
<b>Agencies</b>	17
<b>City &amp; County</b>	1
<b>SCIP Cities &amp; Counties</b>	32

### JPA Agreement and Resolution Forms

To become a member of CSCDA, the proposed Participant's governing board must:

1. Adopt and execute a resolution approving, authorizing, and directing execution of the JPA Agreement, and;
2. Execute the JPA Agreement.

Upon adoption of the resolution, please forward a certified copy of the resolution and an originally executed JPA Agreement to:

**Kathleen Jacobs**  
 Orrick, Herrington & Sutcliffe LLP  
 400 Capitol Mall, Suite 3000  
 Sacramento, California 95814

#### JPA Agreement Form

Amended and restated joint exercise of powers agreement relating to the California Statewide Communities Development Authority

*Please Note: The language in the JPA agreement form must not be altered. All forms are stored in pdf format and require a pdf reader to view. To obtain a free reader please visit the Adobe Website at [www.adobe.com](http://www.adobe.com)*

### Agencies

[Amador Water Agency](#)

[Carlsbad Housing and Redevelopment Commission](#)

City of Rialto Redevelopment Agency

Community Development Commission for the City of Santa Fe Springs

Covina Redevelopment Agency

Culver City Redevelopment Agency

Fullerton Redevelopment Agency

Paramount Redevelopment Agency

Peninsula Library System

Redevelopment Agency of the City of Chula Vista

Redevelopment Agency of the City of Pomona

Redevelopment Agency of the City of Riverside

Redevelopment Agency of the City of San Jose

Riverside County Housing Authority

San Ramon Redevelopment Agency

Sonoma County Water Agency

Whittier Redevelopment Agency

## Cities

Adelanto

Agoura Hills

Alameda City

Albany

Alhambra

Aliso Viejo

Alturas

American Canyon

Anaheim

Anderson

Angels

Antioch

Apple Valley, Town of

Arcadia

Arcata

Arroyo Grande

Artesia

Atascadero

Atherton, Town of

Atwater

Auburn

Avalon

Azusa

Bakersfield

Baldwin Park

Banning

Barstow

Beaumont

Bell

Bell Gardens

Bellflower

Belmont City

Benicia

Berkeley

Beverly Hills

Bishop

Blythe

Brawley

Brea

Brentwood (No. California)

Brentwood (So. California)

Buena Park

Burbank

Burlingame

Calabasas

Calexico

California City

Calimesa

Calistoga

Camarillo

Campbell

Canyon Lake

Capitola

Carlsbad

Carson

Cathedral City

Ceres

Chico

Chino

Chino Hills

Chowchilla

Chula Vista

Citrus Heights

City of Lake Forest

Claremont

Clayton

Clearlake	Cloverdale
Clovis	Coachella
Coalinga	Colton
Colusa	Commerce
Compton	Concord
Corcoran	Corning
Corona	Coronado
Costa Mesa	Cotati
Covina	Cudahy
Culver City	Cypress
Daly City	Dana Point
Danville, Town of	Davis
Del Rey Oaks	Delano
Desert Hot Springs	Dinuba
Dos Palos	Downey
Duarte	Dublin
East Palo Alto	El Cajon
El Centro	El Cerrito
El Monte	El Segundo
Elk Grove	Emeryville
Encinitas	Escalon
Escondido	Etna
Eureka	Fairfax, Town of
Fairfield	Farmersville
Fillmore	Firebaugh
Folsom	Fontana
Fort Bragg	Fortuna
Foster City	Fowler
Fremont	Fresno City
Fullerton	Galt
Garden Grove	Gardena
Gilroy	Glendale
Glendora	Goleta
Gonzales	Grand Terrace
Grass Valley	Gridley
Grover Beach	Guadalupe
Gustine	Half Moon Bay
Hanford	Hawaiian Gardens
Hawthorne	Hayward
Healdsburg	Hemet
Hercules	Hermosa Beach
Hesperia	Hollister
Holtville	Hughson

Huntington Beach	Huntington Park
Huron	Imperial
Indio	Industry
Inglewood	Ione
Irvine	Kerman
King City	Kingsburg
La Habra	La Mesa
La Mirada	La Palma
La Verne	Lafayette
Laguna Beach	Laguna Hills
Lake Forest	Lakeport
Lakewood	Lancaster
Larkspur	Lathrop
Lemon Grove	Lemoore
Lincoln City	Lindsay
Live Oak	Livermore
Livingston	Lodi
Lomita	Lompoc
Long Beach	Loomis, Town of
Los Alamitos	Los Altos Hills, Town of
Los Angeles City	Los Banos
Lynwood	Madera City
Mammoth Lakes	Manteca
Maricopa	Marina
Martinez	Marysville
Maywood	Mendota
Menifee	Merced City
Millbrae City	Mission Viejo
Modesto	Monrovia
Montclair	Montebello
Monterey City	Monterey Park
Moorpark	Moraga, Town of
Moreno Valley	Morgan Hill
Mountain View	Murrieta City
Napa City	National City
Nevada City	Newman
Newport Beach	Norco
Norwalk	Novato
Oakland	Oakley
Oceanside	Ojai
Ontario	Orange City
Orinda	Orland
Oroville	Oxnard City

Pacific Grove	Pacifica
Palm Springs	Palmdale
Palos Verdes Estates	Paradise, Town of
Paramount	Parlier
Pasadena	Patterson
Perris	Petaluma
Pico Rivera	Pinole
Pittsburg	Placentia
Placerville	Pleasant Hill
Pleasanton	Pomona
Port Hueneme	Porterville
Poway	Rancho Cordova
Rancho Cucamonga	Rancho Mirage
Rancho Palos Verdes	Rancho Santa Margarita
Redding	Redlands
Redondo Beach	Redwood City
Rialto	Richmond City
Ridgecrest	Rio Vista
Ripon	Riverside City
Rocklin	Rohnert Park
Rolling Hills Estates	Roseville
Sacramento City and County	Salinas
San Anselmo, Town of	San Bernardino City
San Bruno	San Buenaventura
San Carlos	San Clemente
San Diego City	San Dimas City
San Fernando	San Gabriel
San Jacinto	San Joaquin City
San Jose	San Juan Capistrano
San Leandro	San Luis Obispo City
San Marcos	San Marino
San Pablo	San Rafael
San Ramon	Sanger
Santa Ana	Santa Barbara City
Santa Clara City	Santa Clarita
Santa Cruz City	Santa Fe Springs
Santa Maria	Santa Monica
Santa Paula	Santa Rosa
Santee	Sausalito
Scotts Valley	Seal Beach
Seaside	Sebastopol
Selma	Shafter
Simi Valley	Sonora

South Gate	South Lake Tahoe
South Pasadena	South San Francisco
St. Helena	Stockton
Suisun	Sunnyvale
Susanville	Sutter Creek
Temecula	Temple City
Thousand Oaks	Torrance
Town of Corte Madera	Town of Tiburon
Tracy	Truckee, Town of
Tulare	Turlock
Tustin	Twentynine Palms
Ukiah	Union City
Upland	Vacaville
Vallejo	Vernon
Victorville	Visalia
Vista	Walnut
Walnut Creek	Wasco
Waterford	Watsonville
West Covina	West Hollywood
West Sacramento	Westlake Village
Westminster	Wheatland
Whittier	Wildomar
Willows	Windsor, Town of
Winters	Woodlake
Woodland	Yountville, Town of
Yreka	Yuba City
Yucca Valley	

## City and County

San Francisco

## Counties

Alameda County	Alpine County
Amador County	Butte County
Calaveras County	Colusa County
Contra Costa County	Del Norte County
El Dorado County	Fresno County
Glenn County	Humboldt County
Imperial County	Inyo County
Kern County	Kings County
Lake County	Lassen County
Madera County	Marin County
Mariposa County	Mendocino County
Merced County	Modoc County

Mono County	Monterey County
Napa County	Nevada County
Orange County	Placer County
Plumas County	Riverside County
Sacramento County	San Benito County
San Bernardino County	San Diego County
San Joaquin County	San Luis Obispo County
San Mateo County	Santa Barbara County
Santa Clara County	Santa Cruz County
Shasta County	Sierra County
Siskiyou County	Solano County
Sonoma County	Stanislaus County
Sutter County	Tehama County
Trinity County	Tulare County
Tuolumne County	Ventura County
Yolo County	Yuba County

## Districts

American River Fire Protection District	Apple Valley Fire Protection District
Armona Community Services District	Belmont Fire Protection District
Big Bear City Community Services District	Bolinas Community Public Utility District
Bostonia Fire Protection District	Cambria Community Services District
Cameron Park Community Services District	Cardiff Sanitation District
Carmel Area Wastewater District	Carmel Valley Fire Protection District
Chino Valley Independent Fire District	Coachella Valley Water District
Coastside County Water District	Crest Fire Protection District
Davis Joint Unified School District	Diablo Water District
Dinuba Unified School District	Dublin San Ramon Services District
Encinitas Fire Protection District	Encinitas Sanitary District
Golden Hills Community Services District	Hamilton Branch Community Services District
Hilmar County Water District	Idyllwild Fire Protection District
Indian Wells Valley Water District	Irish Beach Water District
June Lake Public Utility District	Keyes Community Services District
Lake Arrowhead Community Services District	Lakeside Fire Protection District
Lakeside Irrigation District	Lee Lake Water District
Los Trancos County Water District	Meeks Bay Fire Protection District
Mid Carmel Valley Fire Protection District	Millview County Water District
North Coast County Water District	North County Fire Protection District
North Tahoe Fire Protection District	Northstar Community Services District
Oceano Community Services District	Orange County Fire Authority District
Paradise Irrigation District	Rancho Cucamonga Fire Protection District
Sacramento Metropolitan Fire Protection District	San Diego Rural Fire Protection District
San Lorenzo Valley Water District	San Miguel Consolidated Fire Protection District

[Santa Lucia Community Service District](#)  
[Sierra Lakes County Water District](#)  
[South Park County Sanitation District](#)  
[Springville Public Utility District](#)  
[Stinson Beach County Water District](#)  
[Sweetwater Union High School District](#)  
[Truckee Fire Protection District](#)  
[United Water Conservation District](#)  
[Vista Unified School District](#)  
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**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: PROPERTY ASSESSED CLEAN ENERGY FINANCING FOR  
COMMERCIAL AND RESIDENTIAL PROPERTIES – YGRENE WORKS**

**DATE: FEBRUARY 2, 2016**

**SUMMARY**

The Council may consider consenting to the inclusion properties within the jurisdiction of the City of Oroville in the California Home Finance Authority PACE Programs and Associate Membership in the California Home Financing Authority.

**BACKGROUND**

California Home Finance Authority ("CHF"), which is in the process of formally changing its name to Golden State Finance Authority, is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA").

CHF has established two Property Assessed Clean Energy ("PACE") financing programs for residential, commercial, industrial and agricultural properties to address high up-front costs for property owners who wish to improve their properties through installation of measures that will generate renewable energy or reduce their energy and water use. By offering low cost financing, CHF's PACE programs allow construction of these projects to proceed and, in the process, stimulate building activity and the overall local economy, reduce peak energy demand, increase property values, and generate savings on utility bills for property owners. CHF contracts with Ygrene Energy Fund CA LLC (Ygrene) to serve as the program administrator and to operate the Ygrene Works for California PACE financing program.

CHF has established two PACE programs under the legislative authority of two separate California PACE laws:

- AB 811 PACE Contractual Assessment Program: By the passage of Assembly Bill 811, the California State Legislature added Chapter 29 to the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code. This legislation authorized cities and counties to establish voluntary contractual assessment programs for the purpose of financing private property

improvements that promote renewable energy generation, energy and water efficiency and electric vehicle charging infrastructure.

Individual properties can be annexed into the PACE program and be subject to the property tax assessment that is imposed to repay project financing only if (i) the Council adopts a resolution (**Attachment D**) consenting to the inclusion of parcels in the incorporated areas of the City within the program and (ii) each participating owner consents in writing to the annexation of its property into the PACE program.

- SB 555 PACE Community Facilities District: Senate Bill 555 amended the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code and particularly in accordance with sections 53313.5(l) and 53328.1(a) (“Mello-Roos Act”), to allow for the creation of Community Facilities Districts (“CFDs”) for the purpose of financing or refinancing the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property.

As with the AB 811 PACE program, properties can be annexed into the SB 555 CFD and be subject to the special tax that is imposed to repay project financing only if (i) the Council adopts a resolution (**Attachment E**) consenting to the inclusion of parcels in the incorporated areas of the City within the CFD and (ii) each participating owner provides its unanimous written approval for annexation of its property into the PACE CFD.

On June 4, 2013 and April 1, 2014, the Council adopted resolutions authorizing the City to join the Figtree and Ygrene commercial (non-residential) PACE programs. On October 27, 2015, the County Board of Supervisors approved the termination of the agreement with Ygrene Energy and approved an ordinance dissolving the County of Butte Community Facilities District No. 2013-1 formed to allow Ygrene Energy to operate the PACE program. The Mello-Roos Community Facilities District was the mechanism which allowed property owners to apply for financing for the acquisition and installation of energy-efficiency, water-conservation, and renewable energy improvements and repay the loan through an assessment on their property tax bill under this program. Thus, the City no longer offers the Ygrene Energy PACE program.

PACE programs are typically designed to require no city/county staff time for ongoing administration. The PACE third-party administrator typically manages all program components including development, financing, marketing and administration. By agreeing to participate in the program the City is providing financing options to property owners for energy efficiency, water-conservation, and renewable-energy improvements. The City would primarily be involved in assisting with communicating the availability of these financing tools to the general public and the contractor community through press releases, information on the City website, providing flyers in the lobby, etc.

## DISCUSSION

The provision of multiple PACE programs provides a greater selection for financing of energy efficiency, water conservation, and renewable energy improvements to Oroville residents and businesses, fosters competition between the PACE programs, and provides more job opportunities for local contractors and other related businesses. Additionally, the City's participation in the PACE programs demonstrates the City's commitment to improving and protecting the environment.

To participate in the PACE programs offered by CHF, the City must become an Associate Member of CHF (JPA Agreement attached to both resolutions). Associate membership requires no dues or other costs to the City, but permits participation in all CHF programs including the PACE program. The attached resolutions (**Attachments D & E**) approve joining the JPA as an Associate Member. Pursuant to the JPA Agreement and CHF Board Resolution 15-01, the Executive Director has the authority to approve the addition of new Associate Members to the JPA.

CHF sought and has completed the process of validation for both the SB 555 and the AB 811 programs in the Superior Court for the County of Sacramento. As of August 25, 2015, the CHF SB 555 PACE program is fully operational. Although CHF is implementing only the SB 555 PACE program at this time, CHF chose to form, validate and maintain both the SB 555 and AB 811 programs offerings to ensure that the "Ygrene Works for California" program remains innovative, cost effective and secure. Should market conditions, consumer demand and/or legislative changes affect one PACE program more than another, CHF has the flexibility to offer the program that best supports CHF's vision of service without any interruption to participating counties and cities and their property owners. CHF intends to maximize the benefits of both program offerings.

In support of CHF's approach, the Council is being asked to pass two resolutions that would approve the following actions:

- The first resolution (**Attachment D**) authorizes the City to join the JPA as an Associate Member and permits property owners within the incorporated areas of the City to participate in the CHF AB 811 Authority PACE Program.
- The second resolution (**Attachment E**) authorizes the City to join the JPA as an Associate Member and permits property owners within the incorporated areas of the City to participate in the CHF SB 555 Community Facilities District.

Each resolution also authorizes CHF (1) to accept applications from property owners within the City's incorporated area to finance authorized improvements; and (2) to conduct proceedings and levy special taxes or contractual assessments, as applicable, on the property of participating owners.

Cities and counties that have approved the Ygrene Works program to date (**Attachment A**) have adopted both resolutions. Authorizing both programs ensures that no matter the market or legislative environment for PACE, the Ygrene Works program

will be established and able to operate successfully without the need for additional review or the need for the City Council to consider approving another resolution thereby saving valuable staff time and resources.

Following are additional PACE program considerations:

- Supports development of renewable energy sources, installation of energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment.
- Only property owners who voluntarily choose to participate in the program will be subject either to assessments or special taxes, depending on which program CHF decides to implement.
- Program financing provides for an affordable method for many property owners to reduce their energy costs and improve their properties.
- Because program financing can be readily transferred upon sale, even owners who are planning to sell have the ability to make responsible and beneficial improvements to their property.
- While early payment premiums may apply in some circumstances, property owners can choose to pay off the program financing at any time.
- The City incurs no financial obligations as a result of program participation.
- Once the Council passes the resolutions, the City will incur no costs, and no staff time is required for administration or funding of the PACE program.

## **ENVIRONMENTAL REVIEW**

The adoption of the resolutions is not a "project" under the California Environmental Quality Act (CEQA), because it does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, pursuant to Title 14, California Code of Regulations, Section 15378(b)(4).

## **FISCAL IMPACT**

There are no fiscal impacts associated with the recommended actions. There is no cost to the City to become an associate member of the JPA or by opting into the PACE programs described in this report. The City will have no administrative responsibilities, marketing obligations, or financial obligations associated with the PACE program.

## **RECOMMENDATIONS**

1. Adopt Resolution No. 8455 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO; AND
2. Adopt Resolution No. 8456 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO.

## **ATTACHMENTS**

- A – Service Areas
- B – Consumer Overview
- C – Consumer Protection Policy
- D – Resolution No. 8455
- E – Resolution No. 8456



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Ygrene's PACE Financing is available in the following areas. [Click here to get notified when your area becomes available.](#)

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Hayward  
Oakland  
Union City

**In Butte County:**

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Williams  
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**In Contra Costa County:**

Antioch  
Brentwood  
Concord  
Danville  
Lafayette  
Martinez  
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**In Del Norte County:**

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Placerville  
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**In Fresno County:**

Clovis  
Firebaugh  
Fresno  
Huron  
Reedley

**In Glenn County:**

Orland  
Willows  
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**In Humboldt County:**

Arcata  
Eureka  
Rio Dell  
Trinidad  
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**In Marin County:**

Fairfax  
Larkspur  
Novato  
San Anselmo  
San Rafael  
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Tiburon  
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**In Mariposa County:**

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**In Mendocino County:**

Fort Bragg  
Point Arena  
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**In Modoc County:**

Alturas

**In Napa County:**

American Canyon  
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**In Orange County:**

Buena Park  
Garden Grove  
La Habra  
Lake Forest  
Mission Viejo  
Newport Beach  
Santa Ana  
Westminster

**In Riverside County:**

Beaumont  
Blythe  
Cathedral City  
Coachella  
Desert Hot Springs  
Eastern Riverside  
Indian Wells  
Indio  
.....

**In San Diego County:**

Carlsbad  
Chula Vista  
Del Mar  
El Cajon  
Encinitas  
Escondido  
Imperial Beach  
La Mesa  
Lemon Grove  
National City  
Oceanside  
Poway  
San Diego  
Santee  
Solana Beach  
Vista  
[Unincorporated areas](#)

**In San Joaquin County:**

Manteca  
Tracy

**In San Luis Obispo County:**

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Carson  
El Segundo  
Glendora  
Hawthorne  
Irwindale  
Lancaster  
Lomita  
Los Angeles  
Malibu  
Rolling Hills Estates  
San Marino  
Santa Fe Springs  
Torrance

**In Madera County:**

Madera  
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Contact Us   
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P. 855.965.7283 (FL)  
[info@ygreneworks.com](mailto:info@ygreneworks.com)

Office   
815 Fifth Street  
Santa Rosa, CA  
95404

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# America's Best Financing



Ygrene Energy Fund has partnered with your city to bring you YgreneWorks™—a 100% zero-down financing program for energy and water saving upgrades to your home or business that beats traditional financing hands down. YgreneWorks can be used for energy efficiency, renewable energy, water conservation and, in certain locations, electric vehicle charging stations and seismic upgrades.

Increase the value of your property, save money and energy, and create a safer and healthier environment when you put YgreneWorks to work for you.

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- 100% Financing
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- Not Based on Credit Score
- No Impact on Credit Limit
- No Payments for Up to 17 months<sup>1</sup>
- Tax Deductible Financing<sup>2</sup>
- Low, Biannual Payments

<sup>1</sup>Depends on project completion date.

<sup>2</sup>Ygrene cannot provide accounting advice, consult your Certified Public Accountant and tax advisor.

## Three Easy Steps!



# YgreneWorks for you

**Q: How will YgreneWorks work for me?**

A: Ygrene has partnered with your city or county to provide 100%, no money down, tax-deductible PACE financing, called YgreneWorks, so you can increase the value of your property while saving energy, water and money.

**Q: What is PACE?**

A: PACE stands for Property Assessed Clean Energy. YgreneWorks is a ground breaking new financing program that is repaid on your property tax bill and has many advantages over traditional financing.

**Q: What are the benefits of making payments on my property tax bill?**

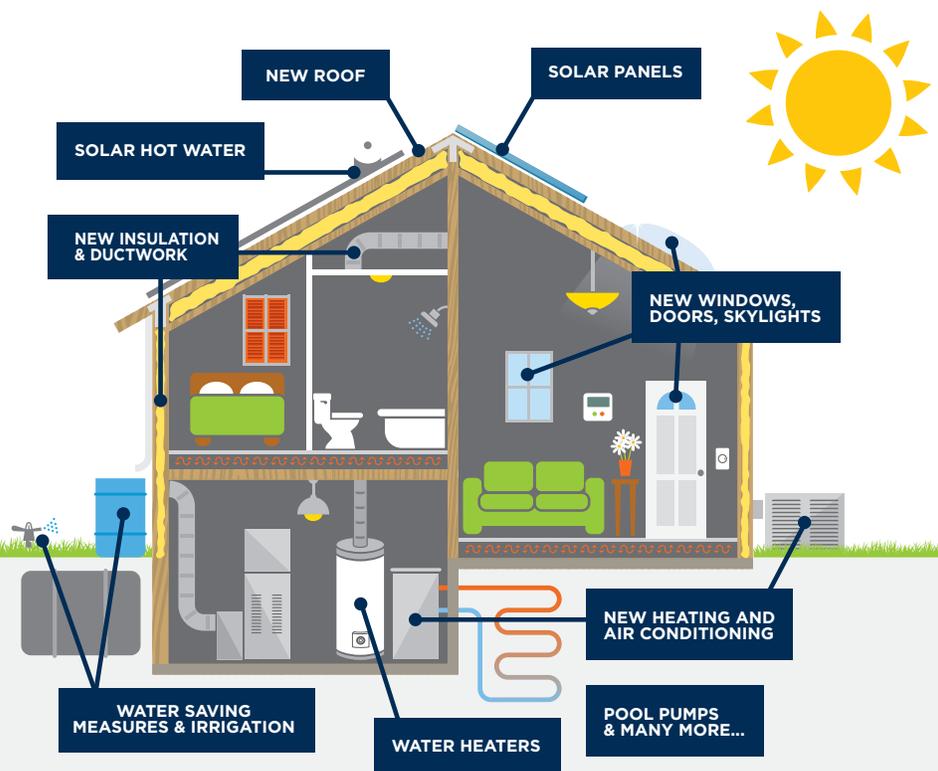
A: It is a great idea for many reasons. You won't make your first payment for up to 17 months, payments are tax deductible, and the payments stay with the property when you move.

**Q: How do I qualify?**

A: It's easy. Eligibility is based on the amount of equity in your home, and is not based on your credit score, proof of employment, income, or financial statements. Get preapproved online in minutes.

## Choose from thousands of eligible improvements

Use Ygrene to install a solar system, upgrade your AC, install a new furnace, and improve your property with new windows, doors, roofing, insulation, and drought resistant landscaping.



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# Consumer Protections

## Consumer Protection Policy

Ygrene strives to do what is right for property owners and is committed to ensuring the highest level of consumer protections and lending practices in the industry. Our Consumer Protection Policy includes the following information:

- Contractor Registration, Training and Certification
- Payment Protection for Property Owners
- Safer, More Flexible Financing Platform
- Consumer Disclosures
- Three-day Right to Cancel
- Energy-efficient Product Verification
- Pricing Controls
- Permit Verification
- Consumer Identity Confirmation
- Protections for Seniors and ESL
- Privacy
- Dispute Resolution

## Consumer Disclosures

We have established policies and procedures to ensure property owners are fully informed and educated as to the nature of the financial transaction they are entering into.

The following samples of special notices are provided to help educate property owners about their legal rights and protections, every step of the way, some of which may not be applicable to the County program:

- Notice to Lender of Proposed Special Tax Lien
- Property Owner's Acknowledgment of Sole Responsibility to Deal with Lenders
- Notice of Special Tax Lien
- Financing Agreement / Unanimous Approval Agreement
- Closing Statement (includes all fees, APR/APY, capitalized interest and amortization table)
- Assignment of Rights to Receive Proceeds

## Quality Assurance and Control

Ygrene actively manages the internal processes and protocols necessary to maintain the integrity of our Program and provide property owners with the highest level of oversight and protection.

We have incorporated a layered review system to support the financing of energy efficiency, renewable energy, hurricane protection, seismic and water conservation projects through the use of licensed contractors within our Program. This process begins with an extensive evaluation of the contractor's company and personnel, extends to transaction level due diligence, and is followed by post closing quality control. Our goal is to mitigate any risk associated with our business model as early as possible, and to diligently address any potential finding that may create or increase risk for consumers, our government partners or our company.

## Contractor Approval and Training

Before contractors can become active within the Program, they must apply, register and comply with all Program requirements before receiving Ygrene Certified Contractor status. This process includes a review of current and historical information on the individual contractor's company and key employees, adherence to industry standards and practices, and validation of all licensures.

Ygrene reviews the status of the contractor's state licensing classifications, bonding information, and workers' compensation, and reviews all other related, active licenses. Ygrene also reviews the posted list of contractor employees to ensure that all active personnel working on behalf of the contractor company are registered and in good standing. Any issues identified on the California State Licensing Board (CSLB) website, including complaints and sanctions,

are reviewed for status and resolution. The existence of active CSLB complaints or sanctions can prevent contractors from Program activation and certification.

All contractors and affiliated personnel undergo Ygrene Certified Training to ensure they are able to accurately support and represent the Program to property owners. Post approval, we periodically review the status of all Certified Contractors and personnel to determine they remain in good standing.

## Project Quality Assurance

**Contract Eligibility Review** After the property owner has approved the project but before Ygrene has authorized a Notice to Proceed, our Operations Team obtains, reviews and approves the contract and the measures under application for financing.

The contract (signed by the property owner) must contain the scope of work to be completed, including the specific improvement and its related components, requirements, specifications and associated costs. During the project review and underwriting process, a number of data points are collected several purposes:

- a. Determining eligibility
- b. Ensuring fair and appropriate pricing
- c. Reporting to local government partners, state agencies and other parties

Once the contract is reviewed to ensure it meets acceptable guidelines for energy efficiency, renewable energy, water conservation, seismic or hurricane protection, the project scope and eligibility can be approved and a Notice to Proceed issued to the property owner and the contractor.

## Phased (Large/ Complex) Projects

**Change Orders** If improvement measures or costs are changed after a Notice to Proceed has been issued, the contractor must submit a change order to Ygrene for review. Our Operations team will conduct a second contract review to ensure the project remains in compliance with Program eligibility requirements and that the property owner has approved all subsequent measures ahead of the project completion.

**Building Department Review** Ygrene requires that the contractor to obtain all required building permits prior to beginning a project. Upon project completion, a final inspection and sign off of the permitted work is obtained prior to the project funding. All documents are reviewed and signed by the Ygrene Funding team as part of our pre-funding due diligence.

Ygrene provides phased payment funding for large, complex projects holding multiple measures and/or requires multiple contractors to complete. All phased payment projects require an inspection by a third party consultant/inspector to ensure that the scope of contracted work was completed as represented, and that the measure or amount of work completed was performed to the agreement and satisfaction of the property owner.

The inspector reviews the signed contract and scope of work, using this information to assess the proposed phases, and monitors the progression of the project to completion. At each inspection point, the inspector provides Ygrene with a report (complete with photos) that details the status of the project and each phased improvement. Our Operations team reviews this information, supports the successful completion of the project, and proceeds to funding in the normal process at each approved project phase.

## Property Owner Approval

When the work is complete and the contractor submits a payment request, Ygrene provides the property owner with an Estimated Closing Statement. The property owner acknowledges her approval of satisfaction and completion by electronic signature, authorizing Ygrene to pay the contractor.

## Funding Review and Approval

The Ygrene Funding team conducts a final review of all contract documents, site inspections and property owner payment authorizations before proceeding with funding of contractor payment.

## Post-Close Audit

Ygrene has developed a post closing quality assurance process with a consulting company that specializes in quality control within the consumer finance, mortgage and banking industries. Our customized quality assurance process requires monthly audits of a randomized minimum sampling of 10% of funded projects to identify potential associated risks to our customers and our business.

During the monthly audit we conduct a complete review to revalidate the accuracy and integrity of system, contract, contractor, underwriting, financing, processes and data. At the conclusion of each monthly audit,

a comprehensive report and summary of recommendations is developed and shared with senior Operations, Sales, Compliance and Executive team members. Our Quality Assurance Team meets regularly to discuss and develop a complete understanding of each month's audit results and to create additional recommendations and action items for follow up. The purpose of this process is to achieve continuous improvement of standards and processes internally, as well as externally, with our partners, vendors and customers.



**energy efficiency financing made easy**

**CITY OF OROVILLE  
RESOLUTION NO. 8455**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA,  
CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S  
JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY PROGRAM TO  
FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER  
EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING  
INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT  
EXERCISE OF POWERS AUTHORITY RELATED THERETO**

**WHEREAS**, the California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

**WHEREAS**, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

**WHEREAS**, Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

**WHEREAS**, City of Oroville (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

**WHEREAS**, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

**WHEREAS**, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

**WHEREAS**, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

**WHEREAS**, Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

**WHEREAS**, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

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

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.
2. This City Council consents to inclusion in the Authority PACE Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.
3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.
4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.
5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City.
6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

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

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of February, 2016 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

Exhibit - A  
JPA Amendment

## CALIFORNIA HOME FINANCE AUTHORITY

### AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

#### RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

#### 1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

**"Associate Member"** means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

**"Audit Committee"** means a committee made up of the nine-member Executive Committee.

**"Authority"** means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

**"Board"** means the governing board of the Authority as described in Section 7 below.

**"Bonds"** means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

**"Delegate"** means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

**"Executive Committee"** means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

**"Member"** means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

**"Obligations"** means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

**"Program" or "Project"** means any work, improvement, program, project or service undertaken by the Authority.

**"Rural County Representatives of California" or "RCRC"** means the nonprofit entity incorporated under that name in the State of California.

**"Supervisor"** means an elected County Supervisor from an RCRC member county.

## 2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

### **3. Principal Place of Business**

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

### **4. Creation of Authority; Addition of Members or Associate Members**

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

### **5. Term and Termination of Powers**

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

### **6. Powers; Restriction upon Exercise**

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act..

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

## **7. Governing Board**

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

## **8. Meetings of the Board**

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

## 9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

## 10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

**11. Disposition of Assets**

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

**12. Agreement Not Exclusive; Operation in Jurisdiction of Member**

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

**13. Conflict of Interest Code**

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

**14. Contributions and Advances**

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

**15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses**

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

## **16. Duties of Members or Associate Members; Breach**

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

## **17. Indemnification**

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

## **18. Immunities**

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

## **19. Amendment**

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

## **20. Withdrawal of Member or Associate Member**

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

## **20. Miscellaneous**

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993  
Amended and restated December 10, 1998  
Amended and restated February 18, 1999  
Amended and restated September 18, 2002  
Amended and restated January 28, 2004  
Amended and restated December 10, 2014

*[SIGNATURES ON FOLLOWING PAGES]*

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

\_\_\_\_\_

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

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

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

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

Attest:

By \_\_\_\_\_  
[Clerk of the Board Supervisors or City Clerk]

**AFTER EXECUTION, PLEASE SEND TO:**

YGRENE ENERGY FUND  
ATTN: LEGAL DEPARTMENT  
815 5<sup>TH</sup> STREET  
SANTA ROSA CA 95404

**ATTACHMENT 1**  
**CALIFORNIA HOME FINANCE AUTHORITY MEMBERS**

**As of December 10, 2014**

Alpine County  
Amador County  
Butte County  
Calaveras County  
Colusa County  
Del Norte County  
El Dorado County  
Glenn County  
Humboldt County  
Imperial County  
Inyo County  
Lake County  
Lassen County  
Madera County  
Mariposa County  
Mendocino County  
Merced County  
Modoc County  
Mono County  
Napa County  
Nevada County  
Placer County  
Plumas County  
San Benito County  
Shasta County  
Sierra County  
Siskiyou County  
Sutter County  
Tehama County  
Trinity County  
Tuolumne County  
Yolo County  
Yuba County

**CITY OF OROVILLE  
RESOLUTION NO. 8456**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA  
CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S  
JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY  
FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE  
ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION  
IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND  
APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS  
AUTHORITY RELATED THERETO**

**RECITALS**

**WHEREAS**, the California Home Finance Authority, a California joint powers authority, (the "Authority") has established the Community Facilities District No. 2014-1 (Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and

**WHEREAS**, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

**WHEREAS**, the Authority is in the process of amending the Authority Joint Powers Agreement (the "Authority JPA") to formally change its name to the Golden State Finance Authority; and

**WHEREAS**, the City of Oroville is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

**WHEREAS**, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

**WHEREAS**, the City wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with

Authority in order to efficiently and economically assist property owners in the City in financing such Authorized Improvements; and

**WHEREAS**, the Authority has established the District, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and, to assist property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

**WHEREAS**, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

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

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.
2. This City Council consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.
3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.
4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.
5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the City.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

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

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of February, 2016 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

Exhibit - A  
JPA Amendment

## CALIFORNIA HOME FINANCE AUTHORITY

### AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

#### RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

#### 1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

**"Associate Member"** means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

**"Audit Committee"** means a committee made up of the nine-member Executive Committee.

**"Authority"** means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

**"Board"** means the governing board of the Authority as described in Section 7 below.

**"Bonds"** means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

**"Delegate"** means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

**"Executive Committee"** means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

**"Member"** means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

**"Obligations"** means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

**"Program" or "Project"** means any work, improvement, program, project or service undertaken by the Authority.

**"Rural County Representatives of California" or "RCRC"** means the nonprofit entity incorporated under that name in the State of California.

**"Supervisor"** means an elected County Supervisor from an RCRC member county.

## 2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

### **3. Principal Place of Business**

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

### **4. Creation of Authority; Addition of Members or Associate Members**

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

### **5. Term and Termination of Powers**

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

### **6. Powers; Restriction upon Exercise**

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act..

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

## **7. Governing Board**

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

## **8. Meetings of the Board**

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

## **9. Officers; Duties; Official Bonds**

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

## **10. Executive Committee of the Authority**

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

**11. Disposition of Assets**

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

**12. Agreement Not Exclusive; Operation in Jurisdiction of Member**

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

**13. Conflict of Interest Code**

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

**14. Contributions and Advances**

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

**15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses**

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

## **16. Duties of Members or Associate Members; Breach**

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

## **17. Indemnification**

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

## **18. Immunities**

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

## **19. Amendment**

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

## **20. Withdrawal of Member or Associate Member**

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

## **20. Miscellaneous**

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993  
Amended and restated December 10, 1998  
Amended and restated February 18, 1999  
Amended and restated September 18, 2002  
Amended and restated January 28, 2004  
Amended and restated December 10, 2014

*[SIGNATURES ON FOLLOWING PAGES]*

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

\_\_\_\_\_

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

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

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

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

Attest:

By \_\_\_\_\_  
[Clerk of the Board Supervisors or City Clerk]

**AFTER EXECUTION, PLEASE SEND TO:**

YGRENE ENERGY FUND  
ATTN: LEGAL DEPARTMENT  
815 5<sup>TH</sup> STREET  
SANTA ROSA CA 95404

**ATTACHMENT 1**  
**CALIFORNIA HOME FINANCE AUTHORITY MEMBERS**

**As of December 10, 2014**

Alpine County  
Amador County  
Butte County  
Calaveras County  
Colusa County  
Del Norte County  
El Dorado County  
Glenn County  
Humboldt County  
Imperial County  
Inyo County  
Lake County  
Lassen County  
Madera County  
Mariposa County  
Mendocino County  
Merced County  
Modoc County  
Mono County  
Napa County  
Nevada County  
Placer County  
Plumas County  
San Benito County  
Shasta County  
Sierra County  
Siskiyou County  
Sutter County  
Tehama County  
Trinity County  
Tuolumne County  
Yolo County  
Yuba County

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**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: PROPERTY ASSESSED CLEAN ENERGY FINANCING FOR  
COMMERCIAL AND RESIDENTIAL PROPERTIES - CALIFORNIA  
HERO PROGRAM**

**DATE: FEBRUARY 2, 2016**

**SUMMARY**

The Council may consider authorizing the California HERO Program to be available to owners of property within the City to finance renewable energy, energy efficiency and water efficiency improvements and electric vehicle charging infrastructure and amend the Western Riverside Council of Governments Joint Powers Agreement to add the City of Oroville as an Associate Member in order that the California HERO Program may be offered to the owners of property located within the City who wish to participate in the program.

**BACKGROUND**

Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") and authorizes cities and counties to designate an area for establishing financing programs in which willing property owners can enter into contractual assessments to finance the installation of energy efficiency, water conservation, and renewable energy improvements to or on their real property, including homes and commercial buildings.

Property owners that choose to obtain such financing would repay it through assessments or special taxes on their property tax bills over a set period of time. Based on the repayment structure, these types of programs are referred to as Property Assessed Clean Energy (PACE) programs. Although the billing mechanism is the property tax bill, the program does not rely on public funds or increase regular property taxes.

PACE programs are typically designed to require no city/county staff time for ongoing administration. The PACE third-party administrator typically manages all program components including development, financing, marketing and administration. By agreeing to participate in the program the City is providing financing options to property owners for energy efficiency, water-conservation, and renewable-energy improvements. The City would primarily be involved in assisting with communicating the availability of

these financing tools to the general public and the contractor community through press releases, information on the City website, providing flyers in the lobby, etc.

## **DISCUSSION**

The provision of multiple PACE programs provides a greater selection for financing of energy efficiency, water conservation, and renewable energy improvements to Oroville residents and businesses, fosters competition between the PACE programs, and provides more job opportunities for local contractors and other related businesses. Additionally, the City's participation in the PACE programs demonstrates the City's commitment to improving and protecting the environment.

Since 2011, the Home Energy Renovation Opportunity (HERO) Program has helped more than 50,000 property owners make more than \$1.1 billion in improvements to their homes which reduce energy and water consumption, saving homeowners over \$2 billion in estimated future utility costs and more than 2.6 billion gallons of water. This program has been adopted in 364 California communities (**Attachment A**). For implementation, jurisdictions only need to adopt the form of resolution accompanying this staff report and approve an amendment to the joint exercise of powers agreement related to the California HERO Program attached to the resolution (**Attachment C**).

The California HERO Program is being offered to allow property owners in participating cities and counties to finance renewable energy, energy and water efficiency improvements and electric vehicle charging infrastructure on their property. If a property owner chooses to participate, the improvements to be installed on such owner's property will be financed by the issuance of bonds by a joint power authority, Western Riverside Council of Governments ("WRCOG"), secured by a voluntary contractual assessment levied on such owner's property. Participation in the program is 100% voluntary. Property owners who wish to participate in the program agree to repay the money through the voluntary contractual assessment collected together with their property taxes.

A few notable features of the program include, but are not limited to, the following:

- The program is 100% voluntary. Property owners can choose to participate in the program at their discretion.
- As energy prices continue to rise, the installation of energy efficient, water efficient and renewable energy improvements lowers utility bills.
- The payment obligation stays with the property. Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Even if there were private enterprise alternatives, most private loans are due on sale of the benefited property, which makes it difficult for property owners to match the life of the repayment obligation with the useful life of the financed improvements. Certain mortgage providers will, however, require the assessment be paid off at the time the property is refinanced or sold.

- No prepayment penalties.
- As in conventional assessment financing, the City is not obligated to repay the bonds or to pay the assessments levied on the participating properties.
- All California HERO Program and assessment administration, bond issuance and bond administration functions are handled by California HERO. Little, if any, City staff time is needed to participate in the California HERO Program.

The proposed resolution (**Attachment C**) enables the California HERO Program to be available to owners of property within the City to finance renewable energy, energy efficiency and water efficiency improvements and electric vehicle charging infrastructure. The resolution also approves an Amendment to the WRCOG Joint Powers Agreement to add the City as an Associate Member in order that the California HERO Program may be offered to the owners of property located within the City who wish to participate in the California HERO Program.

## **ENVIRONMENTAL REVIEW**

The adoption of the Resolution is not a "project" under the California Environmental Quality Act (CEQA), because it does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, pursuant to Title 14, California Code of Regulations, Section 15378(b)(4).

## **FISCAL IMPACT**

There is no negative fiscal impact to the City's general fund incurred by consenting to the inclusion of properties within the City limits in the California HERO Program. All California HERO Program administrative costs are covered through an initial administrative fee included in the property owner's voluntary contractual assessment and an annual administrative fee which is also collected on the property owner's tax bill.

## **RECOMMENDATIONS**

Adopt Resolution No. 8457 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO

## **ATTACHMENTS**

- A – HERO Communities
- B – Program Overview
- C – Resolution No. 8457


[Home Energy Projects](#)
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[Chat Now](#)  
[Learn More](#)
[Login](#) **855-HERO-411**  
[APPLY NOW](#)


## 364 HERO Communities

Don't see your community? [GET HERO](#) ›

California

★ COMING SOON

### Alameda County

[Albany](#)  
[Berkeley](#)  
[Dublin](#) ★  
[Hayward](#)  
[Oakland](#)  
[Union City](#)  
[Unincorporated Area](#)

### Butte County

[Unincorporated Area](#) ★

### Contra Costa County

[Antioch](#)  
[Brentwood](#)  
[Clayton](#)  
[Concord](#)  
[Danville](#)  
[El Cerrito](#)  
[Lafayette](#)  
[Martinez](#)  
[Oakley](#)  
[Pinole](#) ★  
[Pittsburg](#)  
[Pleasant Hill](#)  
[Richmond](#)  
[San Pablo](#)

### Los Angeles County

[Agoura Hills](#)  
[Alhambra](#)  
[Arcadia](#)  
[Artesia](#)  
[Avalon](#)  
[Azusa](#)  
[Baldwin Park](#)  
[Bell](#)  
[Bell Gardens](#)  
[Bellflower](#)  
[Beverly Hills](#)  
[Bradbury](#)  
[Burbank](#)  
[Calabasas](#)  
[Carson](#)  
[Claremont](#)  
[Commerce](#)  
[Compton](#)  
[Covina](#)  
[Cudahy](#)  
[Culver City](#)  
[Diamond Bar](#)  
[Downey](#)  
[Duarte](#)  
[El Monte](#)  
[El Segundo](#)

### Marin County

[Belvedere](#) ★  
[Fairfax](#)  
[Larkspur](#)  
[Mill Valley](#) ★  
[Novato](#)  
[San Anselmo](#)  
[San Rafael](#)  
[Sausalito](#) ★  
[Tiburon](#)  
[Unincorporated Area](#)

### Merced County

[Atwater](#)  
[Livingston](#)  
[Los Banos](#)  
[Merced](#)  
[Unincorporated Area](#)

### Mono County

[Mammoth Lakes](#)  
[Unincorporated Area](#)

### Monterey County

[Carmel-by-the-Sea](#)  
[Del Rey Oaks](#)  
[Greenfield](#) ★

### Riverside County

[Banning](#)  
[Beaumont](#)  
[Blythe](#)  
[Calimesa](#)  
[Canyon Lake](#)  
[Cathedral City](#)  
[Coachella](#)  
[Corona](#)  
[Desert Hot Springs](#)  
[Eastvale](#)  
[Hemet](#)  
[Indian Wells](#)  
[Indio](#)  
[Jurupa Valley](#)  
[La Quinta](#)  
[Lake Elsinore](#)  
[Menifee](#)  
[Moreno Valley](#)  
[Murrieta](#)  
[Norco](#)  
[Palm Desert](#)  
[Palm Springs](#)  
[Perris](#)  
[Rancho Mirage](#)  
[Riverside](#)  
[San Jacinto](#)

### San Luis Obispo County

[Unincorporated Area](#) ★

### San Mateo County

[Brisbane](#) ★  
[Burlingame](#)  
[Daly City](#)  
[Foster City](#)  
[Menlo Park](#)  
[Millbrae](#)  
[Redwood City](#)  
[San Bruno](#)  
[San Carlos](#)  
[San Mateo](#)  
[South San Francisco](#)  
[Woodside](#)  
[Unincorporated Area](#)

### Santa Barbara County

[Lompoc](#) ★

### Santa Clara County

[Gilroy](#)  
[Morgan Hill](#)  
[Mountain View](#)  
[San Jose](#)

San Ramon  Unincorporated Area *	Gardena Glendale Glendora	Monterey Pacific Grove Salinas	Temecula Unincorporated - East Unincorporated - West	Santa Cruz County Capitola Santa Cruz
	Hawaiian Gardens	Seaside	Wildomar	Scotts Valley
<b>Del Norte County</b> Crescent City * Unincorporated Area	Hawthorne Hermosa Beach Hidden Hills Huntington Park	Unincorporated Area	<b>Sacramento County</b> Citrus Heights Elk Grove Galt Rancho Cordova Unincorporated Area	Unincorporated Area <b>Solano County</b> Benicia Dixon Fairfield RioVista Suisun City
<b>El Dorado County</b> Placerville South Lake Tahoe Unincorporated El Dorado	Industry Inglewood Irwindale La Canada Flintridge La Habra Heights La Mirada La Puente La Verne Lakewood Lancaster Lawndale Lomita Long Beach Los Angeles Lynwood Malibu Manhattan Beach Monrovia Montebello Monterey Park	<b>Napa County</b> American Canyon Calistoga Napa St. Helena Yountville Unincorporated Area	<b>San Bernardino County</b> Adelanto Apple Valley Barstow Big Bear Lake Chino Chino Hills Colton Fontana Grand Terrace Hesperia Highland Loma Linda Montclair Needles Ontario Rancho Cucamonga Redlands Rialto San Bernardino Twenty Nine Palms Upland Victorville Yucaipa Yucca Valley Unincorporated Area	Vacaville Vallejo Unincorporated Area <b>Sonoma County</b> Cloverdale Healdsburg Rohnert Park Sebastopol Sonoma Windsor Unincorporated Area
<b>Fresno County</b> Clovis Coalinga Firebaugh Fowler Fresno Huron Kerman Kingsburg Parlier Reedley Sanger Selma Unincorporated Area	La Mirada La Puente La Verne Lakewood Lancaster Lawndale Lomita Long Beach Los Angeles Lynwood Malibu Manhattan Beach Monrovia Montebello Monterey Park	<b>Orange County</b> Aliso Viejo Anaheim Brea Buena Park Costa Mesa Cypress Fountain Valley Garden Grove Huntington Beach La Habra La Palma Laguna Beach Laguna Hills Lake Forest Mission Viejo Newport Beach Placentia Rancho Santa Margarita San Clemente Santa Ana Stanton Tustin Westminster Yorba Linda	Adelanto Apple Valley Barstow Big Bear Lake Chino Chino Hills Colton Fontana Grand Terrace Hesperia Highland Loma Linda Montclair Needles Ontario Rancho Cucamonga Redlands Rialto San Bernardino Twenty Nine Palms Upland Victorville Yucaipa Yucca Valley Unincorporated Area	<b>Stanislaus County</b> Ceres Hughson Modesto Newman Oakdale Patterson Riverbank Turlock Waterford
<b>Humboldt County</b> Arcata Eureka Trinidad Unincorporated Area	Norwalk Palmdale Palos Verdes Estates Paramount Pasadena Pico Rivera Pomona Rancho Palos Verdes Redondo Beach Rolling Hills Rolling Hills Estates Rosemead San Dimas San Fernando San Gabriel San Marino Santa Clarita Santa Fe Springs Santa Monica	Lake Forest Mission Viejo Newport Beach Placentia Rancho Santa Margarita San Clemente Santa Ana Stanton Tustin Westminster Yorba Linda	Rancho Cucamonga Redlands Rialto San Bernardino Twenty Nine Palms Upland Victorville Yucaipa Yucca Valley Unincorporated Area	<b>Tehama County</b> Unincorporated Area
<b>Imperial County</b> Brawley Calexico Calipatria El Centro Holtville Imperial Unincorporated Area	Pomona Rancho Palos Verdes Redondo Beach Rolling Hills Rolling Hills Estates Rosemead San Dimas San Fernando San Gabriel San Marino Santa Clarita Santa Fe Springs Santa Monica	Lake Forest Mission Viejo Newport Beach Placentia Rancho Santa Margarita San Clemente Santa Ana Stanton Tustin Westminster Yorba Linda	<b>San Diego County</b> Carlsbad Chula Vista Coronado Del Mar El Cajon Encinitas	<b>Tulare County</b> Porterville Tulare Visalia Woodlake *
<b>Kern County</b> Arvin Bakersfield	Santa Monica			<b>Ventura County</b>



California City  
McFarland

Sierra Madre  
Signal Hill  
South El Monte

Home Energy Projects

Escondido  
Imperial Beach  
La Mesa

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Fillmore  
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APPLY NOW

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Lemon Grove

Oxnard

Shafter

South Pasadena

National City

Port Hueneme

Taft

Temple City

Oceanside

Santa Paula

Tehachapi

Torrance

Poway

Simi Valley

Wasco

Walnut

San Diego

Thousand Oaks \*

Unincorporated Area

West Covina

San Marcos

Ventura

West Hollywood

Santee

**Kings County**

Westlake Village

Solana Beach

**Yolo County**

Hanford

Whittier

Vista

Davis

Lemoore

Unincorporated Area

Unincorporated Area

West Sacramento

Unincorporated Area \*

**Madera County**

**San Francisco County**

Winters

Chowchilla

San Francisco

Woodland

Madera

San Francisco

Unincorporated Area

Unincorporated Area

**San Joaquin County**

**Yuba County**

Lodi

Unincorporated Area \*

Manteca

Ripon

Stockton

Tracy

HERO Program  
HERO Communities  
Find a Contractor  
Energy & Water Projects

Contact Us  
15073 Avenue of Science  
San Diego CA 92128  
F: 858-815-6860  
P: 855-437-6411  
info@heroprogram.com

Hours of Operation  
M-Th: 8am-10pm  
Fri: 8am-9pm  
Sat: 10am-8pm  
Sun: 10am-6pm

Learn More  
For Contractors  
For Municipalities  
For Real Estate Transactions  
Blog  
FAQs





Your energy efficient future, today.



Less Limitations,  
**MORE POSSIBILITIES**



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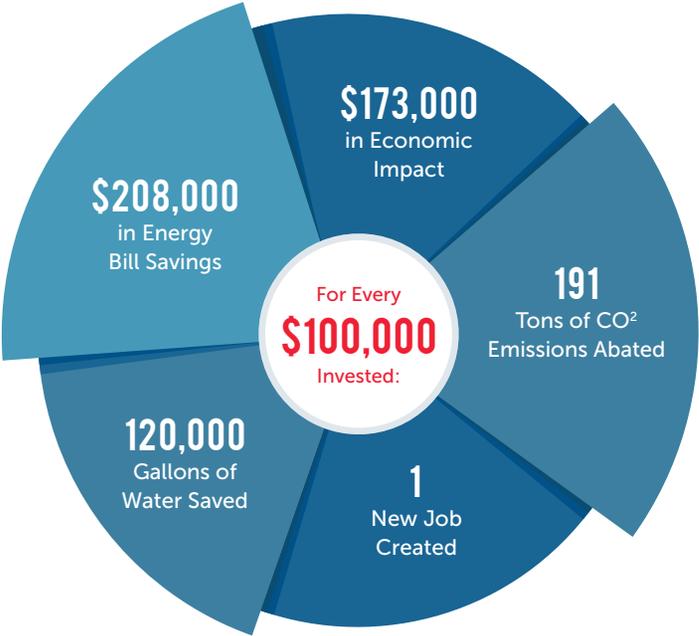
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Less Waste,  
**MORE SAVINGS**

# Why HERO?

Through a unique public-private partnership, the HERO Program enables homeowners to afford energy and water-efficient upgrades that benefit their homes and communities.



### Community Impact

Home efficiency upgrades do more than save energy and water. In addition to helping communities reach their regulatory goals, HERO also helps create new jobs, increase property values, and protect consumers. HERO provides:

#### Economic Stimulus:

- Lower Utility Bills
- New Job Creation
- Increased Property Values

#### Consumer Protection:

- Fair Market Pricing
- Payment Upon Job Completion
- Dispute Resolution

#### Environmental Benefits:

- Reduced CO<sub>2</sub> Emissions
- Decreased Energy Consumption
- Water Savings

# HERO Advantage

When you adopt HERO in your community you're protecting property owners before, during and upon completion of every project. Contractors must be in good standing with the State Licensing Board and are only paid after the job is completed to the property owner's satisfaction.

Consumer Protection		Before HERO	After HERO
Training	Eligibility Requirements Proposal Automation Estimating Calculators Application Verification	✘	✔
Compliance	Marketing Product Eligibility Fair Market Pricing CSLB Confirmation Permit Verification	✘	✔
Protection	Pay Upon Completion ID Verification Terms Confirmation In Good Standing Dispute Resolution	✘	✔

## HERO Features:

- 100% Financing
- Approvals Based on Home Equity
- Low Fixed Interest Rates
- 5, 10, 15, or 20 Year Payment Terms
- Consumer Protections

## HERO Products:

Over one million models of energy and water saving products qualify, including:

- Solar
- HVAC
- Roofing
- Windows and Doors
- Artificial Turf
- Pool Pumps
- Insulation
- Drought Tolerant Landscaping

# PACE Track Record

HERO is the largest and most successful residential PACE based financing program in the nation, and the only program of its kind to complete three rounds of securitization. All funding, support services and technology are provided at no cost to the municipality.

Our proven model enables us to continue to provide:

- ✓ Ongoing Lending Capital
- ✓ Dependable Support Services
- ✓ Comprehensive Technology Infrastructure
- ✓ Unrivaled Consumer Protections



\*90% of all residential PACE projects nationally are HERO Projects



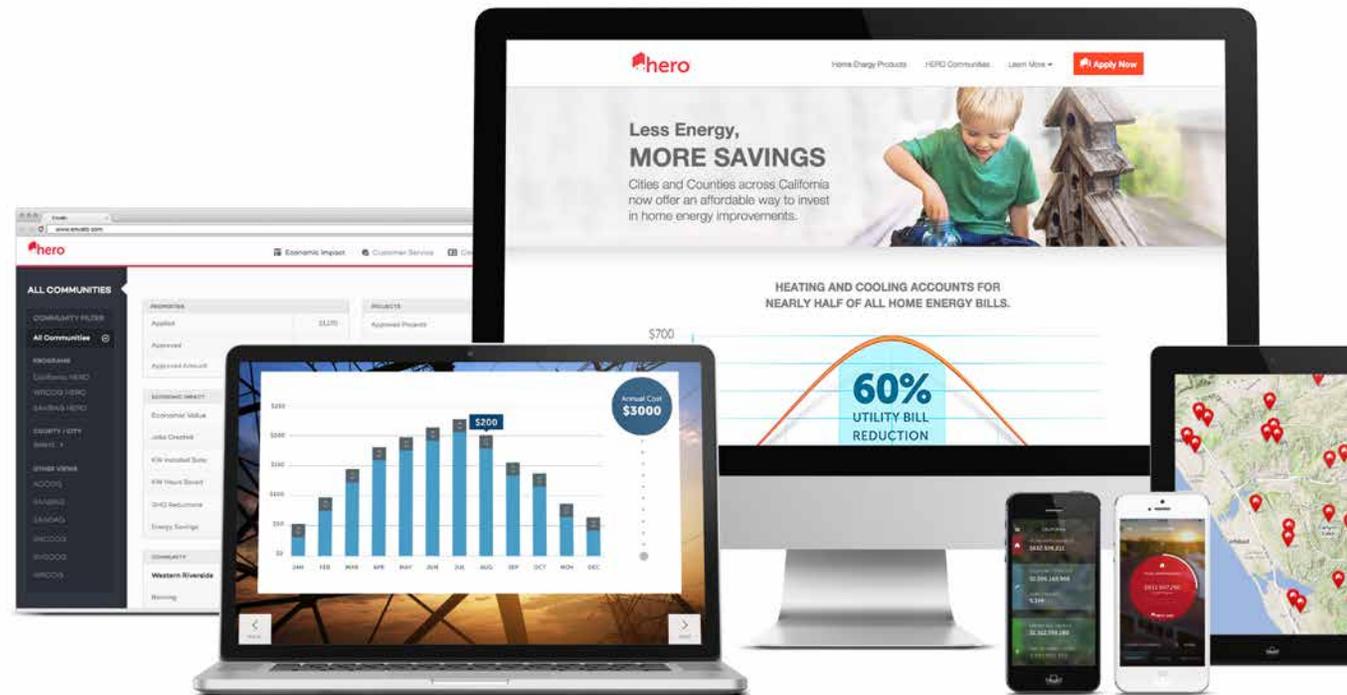
Less Questions,  
**MORE ANSWERS**

# Integrated Technology

HERO is a turn-key solution which provides municipalities, homeowners, contractors and real estate professionals with an extensive software platform designed to deliver accurate and timely information, while streamlining every step of the process.

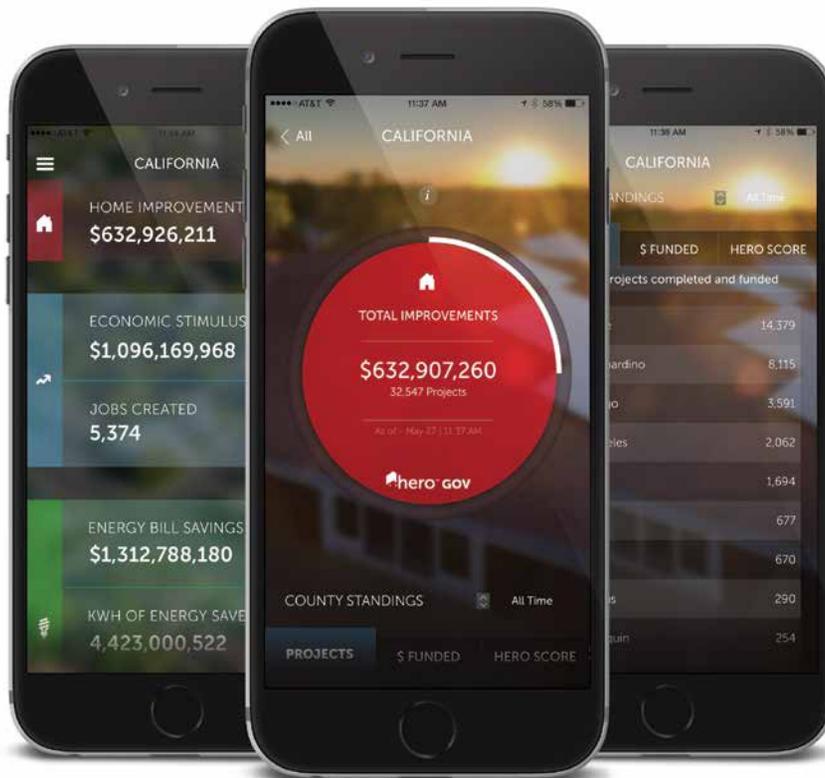
## Software Platform:

- HERO Gov (Mobile Application)
- HERO Pro (Contractor Portal)
- HERO Map
- HERO Dashboard (Reports)
- HERO Website with customized landing pages for every HERO community



# HERO Gov

With the HERO Gov mobile app, HERO provides municipalities with direct insight into Program performance and transparency on all local activity.



## Real-time Tracking:

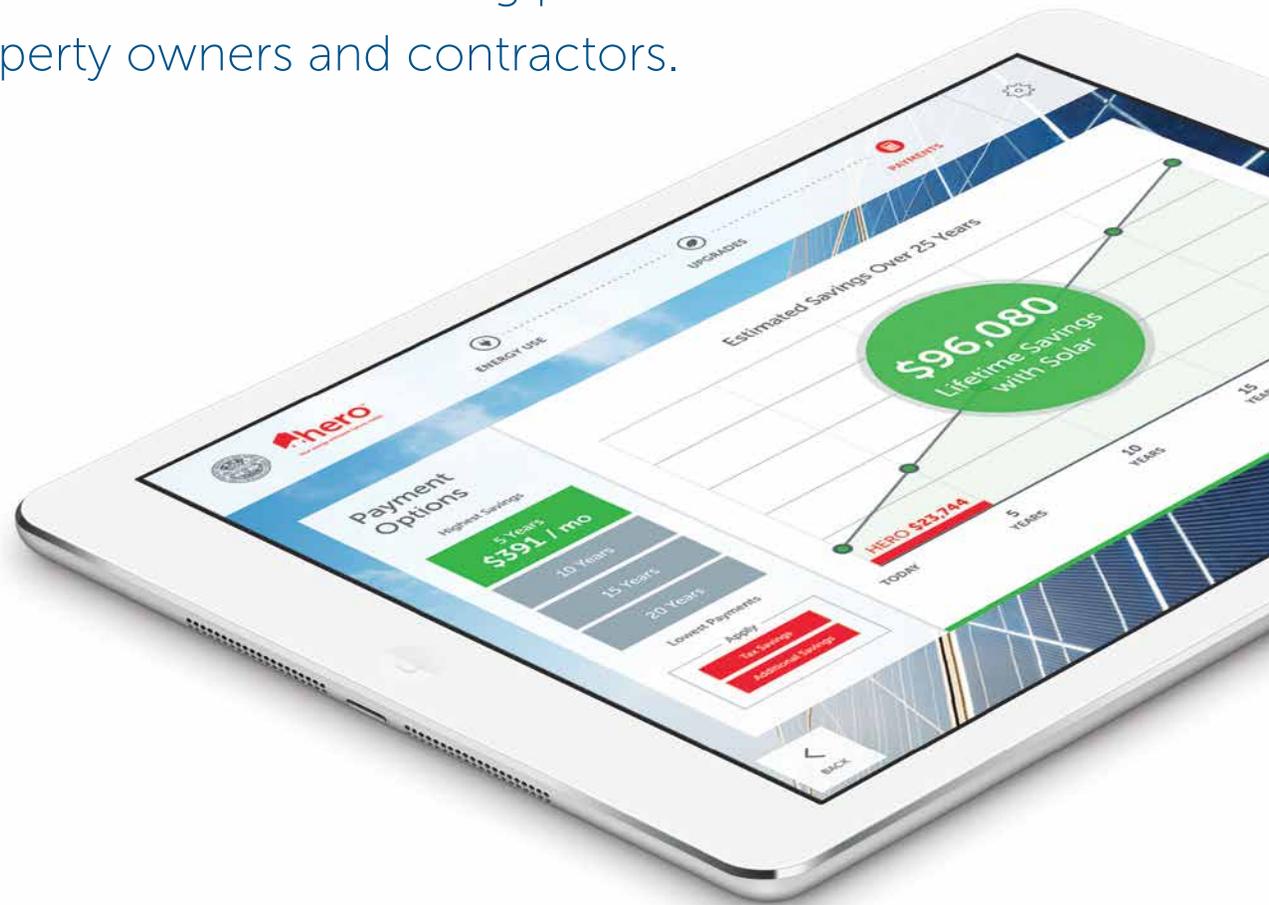
- Economic Impact
- Local Job Creation
- Project Types
- Amounts Financed
- CO<sub>2</sub> Reduction
- Water Savings
- Community Rankings

# HERO Pro

An integrated, secure platform designed to make the estimating, approval, documentation and funding process as easy as possible for property owners and contractors.

## Features:

- Interactive Sales Tools
- Estimating Calculators
- Energy Savings Calculators
- Financing Document Generation
- Electronic Signature Capabilities
- Information and Updates
- Web-Based Training Curriculum
- Webpage at [herofinancing.com/companyname](http://herofinancing.com/companyname)
- Pro Pitch (industry-specific proposal tools)





Less Worry,  
**MORE PEACE  
OF MIND**

# Community Support

We provide dedicated support to property owners, contractors, real estate professionals, and municipalities through every step of the process.

## Municipal Support

Dedicated Community Development Managers are assigned to every municipality to provide program education, continued support, and to respond to constituent inquiries.

## Contractor Training

Our representatives in the field provide training and ongoing assistance on Program implementation.

## Dispute Resolution

Every property owner complaint receives a full investigation. When necessary, our investigators will intervene to resolve any disputes.

## HERO Property Advisors: 855-CAL-HERO

A dedicated division of specialists are available to assist real estate professionals and homeowners during the selling or refinancing process and answer any questions that may arise.

## HERO Hotline: 855-HERO-411

Our full service call center is available to property owners and contractors from project start to completion.

Mon-Th	8am – 10pm
Friday	8am – 9pm
Saturday	10am – 8pm
Sunday	10am – 6pm



# Contractor Training & Registration

The HERO Program provides a comprehensive training program, designed to get contractors comfortable with the all of the financing terms and the property owner approval process.

## Training Covers:

- Sales
- Software
- Product Eligibility
- Document Processing
- Completion Certification
- Payment Options
- Co-Marketing Program
- Brand Usage Guidelines

HERO Registered  
Contractor Certificate



# Consumer Protection Policy

HERO has developed the #1 Consumer Protection Policy in the home energy improvement financing sector.

## Contractor ID Verification

Every contractor must be in good standing with the Program, and have active license status with the CSLB.

## Pricing Controls

We conduct a Reasonable Cost Test on all major product types and projects to ensure consumers get a fair price.

## Permit Verification

We require verification that the necessary permits for qualifying products (including HVAC, solar PV, roofing, and many other products) have been issued.

## Payment Protection

No payments are made to the contractor until the property owner signs a completion certificate to verify the project has been completed to their satisfaction.





Less Someday,  
**MORE TODAY**

# Awards & Recognition

HERO delivers real impact and has been recognized by industry leaders for excellence and innovation.



**ENVIRONMENTAL & ECONOMIC PARTNERSHIP** | Governor of California

Awarded California's highest honor by Governor Brown for exceptional leadership in environmental preservation and economic stimulus.



**BEST RESIDENTIAL PARTNERSHIP** | U.S. Green Building Council

Recognized as a Top 10 Green Building Policy in California, serving as a national model for financing energy efficiency and water conservation retrofits.



**BUSINESS ACHIEVEMENT AWARD**

Climate Change Business Journal

**PRESIDENT'S AWARD FOR EXCELLENCE**

Southern CA Association of Governments

**NORTON YOUNGLOVE AWARD**

Western Riverside Council of Governments

**2014 CLEAN AIR AWARD**

South Coast Air Quality Management District

**BEST OF THE BEST AWARD**

Urban Land Institute

# Frequently Asked Questions

## What is the HERO Program, and how does it work?

The Home Energy Renovation Opportunity (HERO) Program enables residential property owners to install energy and water efficient improvements and renewable energy systems by having a special assessment put on their property tax bill. Payments are made through their local county and repaid with their property taxes over time.

## What types of home improvements are eligible?

Over one million products are eligible for HERO. Typical projects include: solar photovoltaic (PV) systems; energy efficient space heating, ventilation and air conditioning (HVAC); cool roof systems; energy efficient windows, skylights, and doors; solar thermal water heating; water heating; air sealing and weatherization; insulation; indoor energy efficient light fixtures; and water efficiency measures.

## What are the costs and benefits of offering HERO in my community?

There are no costs to offering the HERO Program and it does not require any dedicated staff resources to develop or implement the Program. Additionally, HERO will benefit your community by reducing energy consumption, stimulating local business, creating sustainable jobs, and lowering greenhouse gas emissions

## Who makes up the HERO team?

The HERO team is made up of a network of partners who specialize in administering residential PACE programs. Each team member is uniquely qualified for their specific role and is an industry expert within their field.

**RENOVATEAMERICA™**

Renovate America  
Residential Funding  
Partner



Best Best &  
Kreiger LLP  
Bond Council



Public Financial  
Management  
Financial Advisor



David Taussig  
& Associates  
Assessment Administration



Westhoff, Cone  
& Holmstedt  
Placement Agent

# HERO Communities

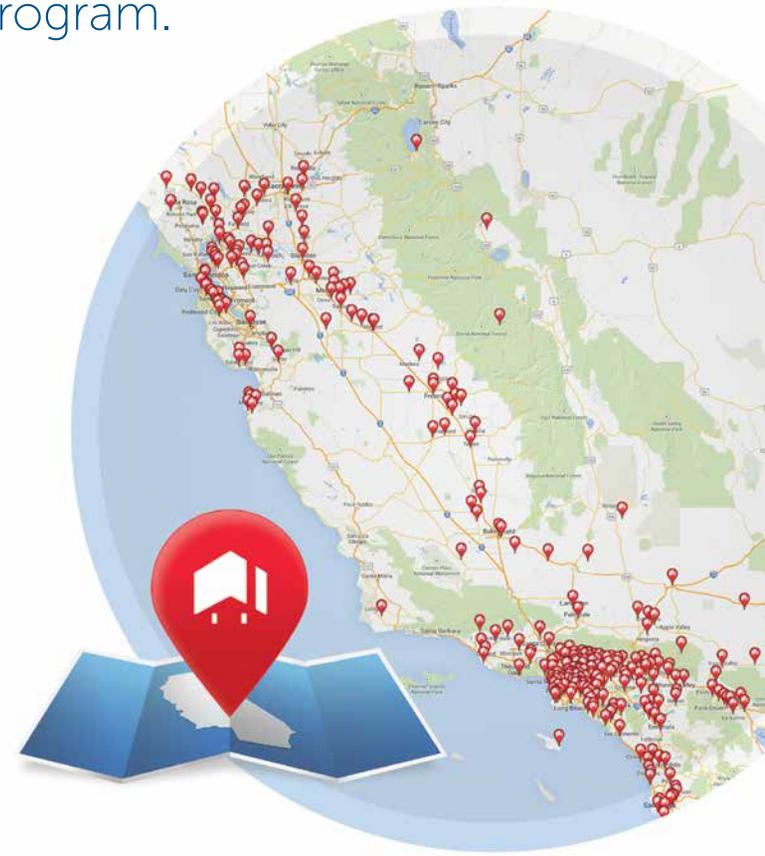
300+ cities and counties throughout California have made energy- and water-efficient improvements accessible to homeowners through the HERO Program.

Counties that are Home to HERO Communities (as of June 2015):

Alameda County  
Contra Costa County  
Del Norte County  
El Dorado County  
Fresno County  
Humboldt County  
Imperial County  
Kern County  
Kings County  
Los Angeles County  
Madera County

Merced County  
Mono County  
Monterey County  
Napa County  
Orange County  
Riverside County  
Sacramento County  
San Bernardino County  
San Diego County  
San Francisco County  
San Joaquin County

San Mateo County  
Santa Barbara County  
Santa Clara County  
Santa Cruz County  
Solano County  
Sonoma County  
Stanislaus County  
Tulare County  
Ventura County  
Yolo County



# Get HERO

It's easy to bring HERO to your community. Get started by contacting us today at 855-HERO-411.



"Why HERO? It's made our community better by lowering unemployment, increasing environmental efforts, and boosting our economy!"

Mayor Rusty Bailey, Riverside, CA

"As HERO helps our residents lower their utility bills, San José furthers its sustainability goals by reducing energy and water use. Our economy and job market benefits from home improvement-related activity making it a win-win for all aspects of San José."

Kerrie Romanow, Director of Environmental Services, San José, CA

**CITY OF OROVILLE  
RESOLUTION NO. 8457**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE,  
CALIFORNIA, CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE  
CITY'S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE  
DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND  
WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING  
INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT  
POWERS AGREEMENT RELATED THERETO**

**WHEREAS**, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

**WHEREAS**, Authority intends to establish the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

**WHEREAS**, City of Oroville (the "City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

**WHEREAS**, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

**WHEREAS**, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

**WHEREAS**, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners in the City in providing options for financing such Improvements; and

**WHEREAS**, Authority has authority to establish the California HERO Program, which will be such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the City of Oroville as an Associate Member of the Western Riverside Council of Governments to Permit the

Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the "JPA Amendment"), by and between Authority and the City, a copy of which is attached as Exhibit "A" hereto, to assist property owners within the incorporated area of the City in financing the cost of installing Improvements; and

**WHEREAS**, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

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

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of Improvements.
2. This City Council consents to inclusion in the California HERO Program of all of the properties in the incorporated area within the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.
3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent and be secured by such contractual assessments.
4. This City Council hereby approves the JPA Amendment and authorizes the execution thereof by appropriate City officials.
5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the City.
6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.
7. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of February, 2016 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

Exhibit - A  
JPA Amendment

**AMENDMENT TO THE JOINT POWERS AGREEMENT  
ADDING CITY OF OROVILLE AS AN ASSOCIATE MEMBER OF THE WESTERN  
RIVERSIDE COUNCIL OF GOVERNMENTS TO PERMIT THE PROVISION OF  
PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM SERVICES WITH  
SUCH CITY**

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the 2<sup>nd</sup> day of February, 2016, by City of Oroville (“City”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

**RECITALS**

**WHEREAS**, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

**WHEREAS**, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”); and

**WHEREAS**, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

**WHEREAS**, Authority intends to establish a PACE program to be known as the “California HERO Program” pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, which will authorize the implementation of a PACE financing program for cities and county throughout the state; and

**WHEREAS**, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

**WHEREAS**, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

**WHEREAS**, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services, including the operation of a PACE financing program, within the incorporated territory of City; and

**WHEREAS**, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

## **MUTUAL UNDERSTANDINGS**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

### **A. JPA Amendment.**

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.
2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.
3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

### **B. Implementation of California HERO Program within City Jurisdiction.**

1. Boundaries of the California HERO Program within City Jurisdiction. City shall determine and notify Authority of the boundaries of the incorporated territory within City's jurisdiction within which contractual assessments may

be entered into under the California HERO Program (the “Program Boundaries”), which boundaries may include the entire incorporated territory of City or a lesser portion thereof.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the “Eligible Improvements”) that will be eligible to be financed under the California HERO Program.
3. Establishment of California HERO Program. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.
4. Financing the Installation of Eligible Improvements. Authority shall develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program.
5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

**C. Miscellaneous Provisions.**

1. Withdrawal. City or Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. City may withdraw approval for conduct of the HERO Program within the jurisdictional limits of City upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.
2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.
3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the California HERO Program under this JPA Amendment.
4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.
5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments  
4080 Lemon Street, 3rd Floor. MS1032  
Riverside, CA 92501-3609  
Att: Executive Director

City:

City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965  
Att: City Administrator

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.
7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.
8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.
9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.
10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.
  
12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.
  
13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.
  
14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

**IN WITNESS WHEREOF**, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Executive Committee Chair  
 Western Riverside Council of Governments

CITY OF OROVILLE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Linda L. Dahlmeier, Mayor  
 City of Oroville

JOINT POWERS AGREEMENT OF  
THE WESTERN RIVERSIDE  
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April, 1991, pursuant to Government Code Section 6500 et. seq. and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

I.

PURPOSE AND POWERS

1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG"). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

- a. Serve as a forum for consideration, study and recommendation on area-wide and regional problems;
- b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County;
- c. Explore practical avenues for intergovernmental cooperation, coordination and action in the interest of local public welfare and means of improvements in the administration of governmental services; and
- d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.

1.2.2. The Council shall have the power in its own name to do any of the following;

- a. When necessary for the day to day operation of the Council, to make and enter into contracts;
- b. To contract for the services of engineers, attorneys, planners, financial consultants and separate and apart therefrom to employ such other persons, as it deems necessary;
- c. To apply for an appropriate grant or grants under any federal, state, or local programs.
- d. To receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;
- e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements;
- f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3 The association shall have the power in its own name, only with the approval of all affected member agencies to;

- a. Acquire, hold and dispose of property by eminent domain, lease, lease purchase or sale.
- b. To incur debts, liabilities, obligations, and issue bonds;

## II.

### ORGANIZATION OF COUNCIL

#### 2.1 Parties.

The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement thereto and agrees to such become a member upon such terms and conditions as established by the general council or executive committee, and which has not, pursuant to provisions hereof, withdrawn therefrom. Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.

2.2 Names.

The names, particular capacities and addresses of the parties at any time shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time.

2.3 Duties.

WRCOG shall do whatever is necessary and required to carry out the purposes of this agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement, within the provisions of Government Code Section 6500 et seq. and as prescribed by the laws of the State of California.

## 2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of the appropriate representatives from the County of Riverside, each city which is a signatory to this Agreement, the Western Municipal Water District, the Eastern Municipal Water District, and the Morongo Band of Mission Indians (“Morongo”), the number of which shall be determined as hereinafter set forth. The General Assembly shall meet at least once annually, preferably scheduled in the evening. Each member agency of the General Assembly shall have one vote for each mayor, council member, county supervisor, water district board member, and tribal council member present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that members representing a majority of the member agencies are present. The General Assembly shall adopt and amend by-laws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such by-laws may provide for the management and administration of this Agreement.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, the President of each Water District, and the Tribal Chairman of Morongo; the remaining member of the Board of Supervisors shall serve as an alternate, except any City Council, at its discretion, can appoint a Mayor Pro Tem or other City Council member in place of the Mayor, each water district board, at its discretion, can appoint another Board member in place of the President, and the Tribal Council of

Morongo, at its discretion, can appoint another Tribal Council member in place of the Tribal Chairman. The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the member agencies. Membership of Morongo on the General Assembly and Executive Committee of WRCOG shall be conditioned on Morongo entering into a separate Memorandum of Understanding with WRCOG.

2.4.3. Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.4. Each participating member on the Executive Committee shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The name of the alternate members shall be on file with the Executive Committee. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

## 2.5 Executive Director.

The Executive Director shall be the chief administrative officer of the Council. He shall receive such compensation as may be fixed by the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

- a. To appoint, direct and remove employees of the Council.
- b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
- c. Serve as Secretary of the Council and of the Executive Committee.
- d. To attend meetings of the Executive Committee.

e. To perform such other and additional duties as the Executive Committee may require.

2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee. The time and place of regular meetings of the Executive Committee shall be determined by resolution adopted by the Executive Committee; a copy of such resolution shall be furnished to each party hereto. Regular, adjourned and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion, resolution, or order and take any other action they deem appropriate to carry forward the objectives of the Council.

2.9 Minutes.

The secretary of the Council shall cause to be kept minutes of regular adjourned regular and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the minutes to be forwarded to each member and to each of the members hereto.

2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this agreement or any Implementation Agreement.

2.11 Vote or Assent of Members.

The vote, assent or approval of the members in any manner as may be required, hereunder shall be evidenced by a certified copy of the action of the governing body of such party filed with the Council. It shall be the responsibility of the Executive Director to obtain certified copies of said actions.

2.12 Officers.

There shall be selected from the membership of the Executive Committee, a chairperson and a vice chairperson. The Executive Director shall be the secretary. The Treasurer of the County of Riverside shall be the Treasurer of the Council and the Controller or Auditor of the County of Riverside shall be the Auditor of the Council. Such persons shall possess the powers of, and shall perform the treasurer and auditor functions respectively, for WRCOG and perform those functions required of them by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

The chairperson and vice chairperson, shall hold office for a period of one year commencing July 1st of each and every fiscal year; provided, however, the first chairperson and vice chairperson appointed shall hold office from the date of appointment to June 30th of the ensuing fiscal year. Except for the Executive Director, any officer, employee, or agent of the Executive Committee may also be an officer, employee, or agent of any of the members. The appointment by the Executive Committee of such a person shall be evidence that the two positions are compatible.

2.13 Committees.

The Executive Committee may, as it deems appropriate, appoint committees to accomplish the purposes set forth herein. All committee meetings of WRCOG, including those of the Executive Committee, shall be open to all members.

2.14 Additional Officers and Employees.

The Executive Committee shall have the power to authorize such additional officers and assistants as may be appropriate. Such officers and employees may also be, but are not required to be, officers and employees of the individual members.

2.15 Bonding Requirement.

The officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the members of the Executive Committee, the treasurer, the Executive Director, and any other officers or persons to be designated or empowered by the Executive Committee. Each such officer or person shall be required to file an official bond with the Executive Committee in an amount which shall be established by the Executive Committee. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required

herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

2.16 Status of Officers and Employees.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Executive Committee shall be deemed, by reason of their employment by the Executive Committee, to be employed by any of the members or, by reason of their employment by the Executive Committee, to be subject to any of the requirements of such members.

2.17 Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed upon the County of Riverside.

2.18 TUMF Matters – Water Districts and Morongo.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Mitigation Fee (“TUMF”) for cities in Western Riverside County. The fee was established prior to the Water District’s and Morongo’s involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in Western Riverside County. As such, the Western Municipal Water District, the Eastern

Municipal Water District, and Morongo General Assembly and Executive Committee Members shall not vote on any matter related to the administration of the TUMF program or the expenditure of TUMF revenues.

### III

#### FUNDS AND PROPERTY

##### 3.1 Treasurer.

The Treasury of the member agency whose Treasurer is the Treasurer for WRCOG shall be the depository for WRCOG. The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of the duties required in Government Code Section 6505 and following, such other duties as may be prescribed by the Executive Committee.

##### 3.2. Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

##### 3.3. Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

##### 3.4. Contributions/Public Funds.

In preparing the budget, the General Assembly by majority vote of a quorum shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside County as defined in the by-laws. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

### 3.5 Contributions from Water Districts and the Morongo Band of Mission Indians.

The provision of section 3.4 above shall be inapplicable to the Western Municipal Water District, the Eastern Municipal Water District, and Morongo. The amount of

contributions from these water districts and Morongo shall be through the WRCOG budget process.

## IV

### BUDGETS AND DISBURSEMENTS

#### 4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

#### 4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures and bylaws adopted by the Executive Committee.

#### 4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to Government Code Sections 6505 et seq. and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

#### 4.4 Expenditures Within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.5 Audit.

The records and accounts of WRCOG shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the County Auditor, State Controller and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee.

4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

V

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligation of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

5.2 Hold Harmless and Indemnity.

Each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the General Assembly or Executive Committee itself or its agents or employees are

held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions (less voluntary contributions) of each member. In the event of liability imposed upon any of the parties to this Agreement, or upon the General Assembly or Executive Committee created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement. The voting for or against a matter being considered by the General Assembly or executive or other committee or WRCOG, or abstention from voting on such matter, shall not be construed to constitute a wrongful act or omission within the meaning of this Subsection.

## VI

### ADMISSION AND WITHDRAWAL OF PARTIES

#### 6.1 Admission of New Parties.

It is recognized that additional cities other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any

additional terms and conditions that may be established by the general assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council. The representative of any such advisory member may participate in the work of committees of the Council.

6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal;

b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the parties' notice of withdrawal;

c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below;

d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

## VII

### TERMINATION AND DISPOSITION OF ASSETS

#### 7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement; providing, however, that WRCOG and this Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

#### 7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

## VIII

### PACE IMPLEMENTATION AND PARTICIPATION AGREEMENTS;

#### ASSOCIATE MEMBERSHIP

#### 8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency or agencies enumerated herein, may execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by WRCOG in implementing a program including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

#### 8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy (“PACE”) programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an “Associate Member” status that provides membership in WRCOG to local jurisdictions that are outside WRCOG’s jurisdictional boundaries but within whose boundaries a PACE program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the “PACE Agreement”) on the terms and conditions established by the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.). The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE program within their

jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG's members by this Agreement, including but not limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

## IX

### MISCELLANEOUS

#### 9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.

#### 9.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

#### 9.3 Effective Date.

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.

#### 9.4 Arbitration.

Any controversy or claim between any two or more parties to this Agreement, or between any such party or parties and WRCOG, with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of this Agreement, or any breach thereof, shall be submitted to and determined by arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and to the Executive Director of the Council. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file with all other parties and with the Executive Director of the Council a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent or respondents shall each designate a person to act as an arbitrator. The designated arbitrators shall mutually designate the minimal number of additional persons as arbitrators as may be necessary to create an odd total number of arbitrators but not less than three to serve as arbitrator(s).

The arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Section 1280 et. seq. The parties to this Agreement agree that the decision of the arbitrators will be binding and will not be subject to judicial review except on the ground that the arbitrators have exceeded the scope of their authority.

9.5 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.6 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

9.7 Assignment.

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

9.8 Execution.

The Board of Supervisors of the County of Riverside and the city councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.

### Original Members Agencies

1. City of Banning
2. City of Beaumont (withdrawn)
3. City of Calimesa
4. City of Canyon Lake
5. City of Corona
6. City of Hemet
7. City of Lake Elsinore
8. City of Moreno Valley
9. City of Murrieta
10. City of Norco
11. City of Perris
12. City of Riverside
13. City of San Jacinto
14. City of Temecula
15. County of Riverside

### Additional City Members

1. City of Eastvale (added on 08/02/2010, Resolution 01-11)
2. City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)
3. City of Menifee (added on 10/06/2008, Resolution 03-09)
4. City of Wildomar (added on 08/04/2008, Resolution 01-09)

**THE WESTERN RIVERSIDE  
COUNCIL OF GOVERNMENTS**

Participating Agencies

5. Eastern Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
6. Western Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
7. Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011)
8. Morongo Band of Mission Indians (membership on the Governing Board of WRCOG, 7/6/2015)

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: FUNDING APPROVAL OF CALRECYCLE TIRE-DERIVED  
PRODUCT GRANT**

**DATE: FEBRUARY 2, 2016**

**SUMMARY**

The Council will receive an update on the funding approval of the CalRecycle Tire-Derived application, in the amount of \$62,965.

**DISCUSSION**

On November 3, 2015, Council received a staff report regarding the submission of a grant application to CalRecycle, in the amount of \$62,965, to purchase tire-derived rubber nuggets. Staff has received word by email that the City of Oroville has been approved for funding. The grant term is for two years and the project must be completed and the final request for reimbursement made to CalRecycle no later than April 1, 2018. However, staff expects to be able to complete the projects by July 30, 2016.

Staff proposes to remove existing deteriorated natural bark material from the landscape planters in (6) locations (Oroville Airport FBO, Centennial Cultural Center, Grayhawk Estates, Bolt's Antique Tool Museum, Park & Ride, and City Hall) and replace with tire derived products (nuggets). The purpose is to install rubber nuggets/mulch for use in landscape applications to conserve and reduce the use of water as 20% reductions (28% in east Oroville) have been mandated by the State of California. Landscape planters are to receive the tire-derived materials at approximately 2-3 inches deep in each location. The estimated cost of the 78 tons of material for all locations is \$62,965. With the success of the Grant Application, the City will go out to bid for the material.

**FISCAL IMPACT**

No impact to the General Fund.

**RECOMMENDATIONS**

For informational purposes only.

**ATTACHMENT(S)**

None

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: PROPOSED CITY OF OROVILLE MURAL POLICY**

**DATE: FEBRUARY 2, 2016**

**SUMMARY**

The Council may consider the proposed Mural Policy for the placement of murals within the city limits.

**BACKGROUND**

The City Arts Commission has showed interest in supporting and encouraging the placement of artwork throughout the City of Oroville. Upon review of the existing murals within the City, it was determined that many existing murals have deteriorated to a substandard condition, some of which have deteriorated to a point without much potential for improvement and replacement or removal would likely be warranted. To help ensure the longevity and proper maintenance of public artwork, this mural policy has been drafted.

The goal of regulating the placement of murals is to protect the aesthetics of the community by allowing for compatible artistic and creative expression through murals in appropriate locations with appropriate designs. The intent is to protect public health, safety, and welfare with minimal intrusion into artistic expression and expressive content of the artwork. Murals may include, but are not limited to sculptures, mosaics, paintings, prints, motifs, photography, etc. Some notable aspects of the proposed policy include the following:

- Applicant must demonstrate method of surface preparation
- Detailed list of all products to be used is required to help inform appropriate paint/coatings/etc. to be applied for future maintenance
- All proposed works of art shall be reviewed by the Arts Commission which will send a recommendation to the City Council for denial, approval, or approval with modifications

- City shall conduct an inspection of all completed artwork to ensure consistency with what City approved
- All paint shall be intended for exterior use
- Murals shall have a weather-proof/UV protective and graffiti-resistant coating
- Property owner is required to enter into a Maintenance Agreement for the artwork installed which shall be recorded against the property and binding upon the property owner and any successors in interest

On August 11, 2014, the City Arts Commission reviewed the draft form of the Mural Policy and provided comments and revisions. On September 8, 2014, the Arts Commission reviewed the changes made and forwarded a recommendation to the City Council to adopt the proposed Mural Policy. Recently on January 11, 2016, the Arts Commission reviewed the final draft of the mural policy and forwarded a recommendation to City Council to adopt the proposed Mural Policy.

#### **FISCAL IMPACT**

None

#### **RECOMMENDATIONS**

Adopt Resolution No. 8458 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING A MURAL POLICY FOR THE PLACEMENT OF MURALS WITHIN THE OROVILLE CITY LIMITS.

#### **ATTACHMENT**

Resolution No. 8458

**CITY OF OROVILLE  
RESOLUTION NO. 8458**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING A MURAL POLICY  
FOR THE PLACEMENT OF MURALS WITHIN THE OROVILLE CITY LIMITS**

**WHEREAS**, the City of Oroville Arts Commission has showed interest in supporting and encouraging the placement of artwork throughout the City of Oroville; and

**WHEREAS**, upon review of the existing murals within the City, it was determined that many murals have deteriorated to a substandard condition as a result of poor maintenance, improper surface preparation before the artworks were installed, and other preventable causes; and

**WHEREAS**, to help ensure the longevity and proper maintenance of public artwork, the Arts Commission directed staff to draft this mural policy which has been reviewed by the Arts Commission and forwarded to the City Council with a recommendation for final adoption.

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

**PURPOSE**

The purpose of regulating murals is to protect the aesthetics of the community by allowing for compatible artistic and creative expression through murals in appropriate locations with appropriate designs. The intent is to protect public health, safety, and welfare with minimal intrusion into artistic expression and expressive content of the artwork. Murals may include, but are not limited to sculptures, mosaics, paintings, prints, motifs, photography, etc.

**APPLICATION REQUIREMENTS**

Property Owner Authorization: Property address with written authorization from property owner

Surface Preparation: Detailed description of the applicant's method of surface preparation, including products to be used, to ensure the proper placement of artwork for its future longevity

Drawings: Colored renderings of the artwork being proposed with the exact location of the mural placement clearly identified, including measurements of the wall and dimensions/height of the proposed artwork with all windows, doors, and other significant building features clearly identified

Materials List: Detailed description of all products to be used to help inform appropriate paint/coatings/etc. to be applied for future maintenance if needed

Artist Qualifications: Artist shall provide a description of their artistic background/qualifications with work samples, if available

Work Schedule: Applicant shall provide a detailed work schedule, including start date, completion date of major milestones, and expected completion date

- If, due to extraordinary circumstances, artwork cannot be completed by the date specified in the schedule, applicant may apply for an extension in writing detailing the reasons why an extension should be granted. Extensions shall be approved/denied administratively by City staff.
- Unfinished works of art, without approved extensions, may be deemed a public nuisance and enforced accordingly

## **REVIEW PROCESS**

Required Review: All proposed artwork will require a review by the Oroville Arts Commission which will send a recommendation to the City Council for denial, approval, or approval with modifications

- Arts Commission meetings (2<sup>nd</sup> Monday of each month at 3:30 p.m.)
- City Council meetings (1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month at 6:00 p.m.)

Voluntary Review: In addition to the required review process specified above, the Arts Commission also offers voluntary early reviews of artwork for feedback/comment before submittal of final artwork proposal

Final Inspection: Applicant shall notify City when artwork is completed for a final City inspection to ensure artwork was placed as approved by the City Council

## **DESIGN GUIDELINES**

- Mural should be an original design
- Artist names may be incorporated but should be discreetly placed
- Murals shall not contain any form of advertising (business/product name, address, etc.)
- Murals shall be solely artistic in nature
- The “Your Voice for the Arts” logo shall be placed on all mural designs
- Any minor changes in the artwork design, as determined by the Director of Community Development, shall require the Director’s review and approval. Any substantial changes in the artwork design, as determined by the Director of Community Development, shall require Art Commission approval.

## **MATERIAL GUIDELINES**

- Paint utilized should be of superior quality and intended for exterior use

- Murals shall have a weather-proof/UV protective and graffiti-resistant coating

### **LOCATION GUIDELINES**

- The installation of a mural should complement and enhance the building
- Murals should enhance and complement the character of the surrounding neighborhood
- Neighborhood support or opposition should be taken into consideration

### **MAINTENANCE**

- Property owner shall enter into a Maintenance Agreement for the artwork installed which shall be recorded against the property and binding upon the property owner and any successors in interest
- If City has noticed property owner of need to cure existing vandalism/graffiti, property owner shall have 72 hours to comply
- The maintenance of the mural shall be the responsibility of the property owner
- Murals shall be properly maintained to ensure that material failure (peeling paint) is corrected and vandalism/graffiti removed promptly
- The City shall not be responsible for any costs associated with artwork placement or maintenance
- Any unmaintained work of art that degrades to a level where its value as artwork is lost may be viewed as a public nuisance and enforced accordingly

### **UNAUTHORIZED MURALS**

The placement of any mural without approval or the placement of other unsanctioned drawings, paintings, etc. on private or public property may be considered a public nuisance and enforced accordingly

### **REMOVAL OF MURALS**

City shall be notified 30 days in advance prior to the removal of any City approved mural

\*\*\*\*\*

**PASSED AND ADOPTED** by the City Council of the City of Oroville at a regular meeting held on February 2, 2016, 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  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: LETTER TO REQUEST NEW MEMORANDUM OF UNDERSTANDING  
WITH THE MONTEREY INSTITUTE OF INTERNATIONAL  
STUDIES/MIDDLEBURY COLLEGE**

**DATE: FEBRUARY 2, 2016**

**SUMMARY**

The Council may consider a Letter of Request to enter into a new Memorandum of Understanding between the City of Oroville and the Monterey Institute of International Studies/Middlebury College (MIIS/Middlebury) for an international business plan (IBP) related to Cultural Heritage and Preservation Projects specially focused on the Chinese Temple.

**DISCUSSION**

Staff is requesting authorization to send a letter to MIIS/Middlebury inquiring about their interest of continuing to work with the City of Oroville on the Cultural Heritage and Preservation Project (Project) which will include an IBP. If MIIS/Middlebury would like to continue working on the Project, staff would like to request to enter into a new Memorandum of Understanding (MOU) with MIIS/Middlebury. MIIS, a graduate school of Middlebury College, provides international professional education in areas of critical importance to a rapidly changing global community, including international policy and management, translation and interpretation, language teaching, sustainable development, and non-proliferation.

Previously, in 2012, Vice Mayor Wilcox and City staff, met with representatives from MIIS to explore the possibilities of developing a collaboration between our organizations for securing and protecting the historical and cultural artifacts housed in the Chinese Temple. The following MOU is a foundational document governing future cooperation between the organizations:

1. MIIS/Middlebury will provide translation and interpretation services necessary for preservation and display of documents and artifacts written in Mandarin or Cantonese;

2. Jointly identify partners who will help preserve – both intellectually as well as financially - the historical legacy of these documents and artifacts;
3. MIIS/Middlebury, acting as an educational partner, will assist in raising awareness of the Chinese Temple with Chinese and American governmental officials; and
4. As part of the City's long-term sustainable economic development strategy, MIIS/Middlebury will work with the City in crafting an International Business Plan for marketing the Chinese Temple and other cultural assets to a domestic and international audience.

Furthermore, the recent restoration the Chinese Temple and Museum Complex will ensure the longevity of the building and the artifacts housed inside, and enhance the desirability of the museum. This MOU provides the City of Oroville with an internationally recognized educational partner whose reach to Chinese and American governmental officials, and access of educational and cultural resources, will only further the City's goal of achieving recognition for and preservation of the Chinese Temple artifacts.

#### **FISCAL IMPACT**

The impact to the General Fund at this time. A new MOU and any fiscal agreements will be brought back to a future meeting of the City Council for further consideration.

#### **RECOMMENDATIONS**

Authorize the Mayor to sign a Letter of Request to enter into a new Memorandum of Understanding between the City of Oroville and the Monterey Institute of International Studies/Middlebury College relating to an international business plan related to Cultural Heritage and Preservation Projects specially focused on the Chinese Temple.

#### **ATTACHMENTS**

A - Letter of Request



# City of Oroville

Community Development Department

**DONALD L. RUST**  
DIRECTOR OF COMMUNITY DEVELOPMENT

1735 Montgomery Street  
Oroville, CA 95965-4897  
(530) 538-2433 FAX (530) 538-2468  
[www.cityoforoville.org](http://www.cityoforoville.org)

February 2, 2016

Amy Sands, Provost  
Monterey Institute of International Studies  
460 Pierce Street  
Monterey, CA 93940

Re: Letter of request to continue the International Cultural Heritage and Preservation Project

Dear Ms. Sands:

On June 19, 2012, the Monterey Institute of International Studies (MIIS) and Middlebury College entered into a Memorandum of Unstinting (MOU) for an International Cultural Heritage and Preservation Project. The MOU was for a duration of three years and has ended as of June 18, 2015. The City of Oroville wishes to continue the working relationship and is requesting continued interest in the project with the possibility of a new MOU with the City of Oroville. Additionally, the City of Oroville has recently renovated the Chinese Temple and Museum Complex in an attempt to preserve the buildings and the artifacts housed inside. The City feels that the renovations made, will not only preserve the artifacts, but increase the appeal of the Chinese Temple and would enhance the internship opportunities, and/or research opportunities for faculty and could serve as a practicum experience for students.

Please contact me if you would like to discuss further or have any questions.

Respectfully yours,

Donald L. Rust  
Director of Community Development  
City of Oroville  
(530) 538-2433  
[drust@cityoforoville.org](mailto:drust@cityoforoville.org)

January 28, 2016

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**CITY OF OROVILLE  
STAFF REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

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

**RE: EQUIPMENT PURCHASES FOR CITY'S MECHANIC SHOP**

**DATE: FEBRUARY 2, 2016**

**SUMMARY**

The Council may consider equipment purchases for the City's mechanic shop.

**DISCUSSION**

The mechanics shop has submitted budget requests for needed equipment the past two years. The needed equipment is summarized below:

Bird Netting

There is a need for bird netting to prevent the accumulation pigeon droppings inside the shop which has created an unsanitary working environment. A picture is attached that shows the severity of the pigeon dropping problem inside the shop. The installation of bird netting will prevent the pigeons from entering the shop.

Cost = \$2,733 (Installation by City staff)

Tire Pressure Monitoring Software (TMPS) and Update

The Shop's TMPS is obsolete and in need of update. The updated software will include TPM data for newer model vehicles and trucks.

Cost = \$468

Diagnostic Tool Software Update

The Shop's current vehicle and truck diagnostic software does not include many newer models within the last 10 years. An upgrade to the current Snap-On software is necessary to provide the necessary level of vehicle diagnosis.

Cost = \$1,043

### Truck Loading Ramps (20 Ton)

The shop's truck loading ramps have reached their useful life and need replacement. These ramps are necessary to elevate trucks for under carriage inspection.

Cost = \$752

Total Cost of Needed Purchases = \$4,996

### **FISCAL IMPACT**

Funding is available in the Mechanic Shop budget. The cost will be shared by the various departments served by the Shop: Account No. 540-6050-3800

### **RECOMMENDATIONS**

Authorize the purchase of equipment for the City's mechanic shop, as listed in this staff report.

### **ATTACHMENTS**

- A - Pigeon Droppings Photo
- B - Equipment Purchase Quotations

PIGEON DROPPINGS INSIDE MECHANIC'S SHOP



01/13/2016



**Nixalite<sup>®</sup> of America Inc**  
 PO Box 727, East Moline, IL. 61244  
 Ph: 309-755-8771 Fax: 309-755-0077  
 sales@nixalite.com www.nixalite.com

Quote	QTE201600263
Date	1/12/2016
Page	1

**Return Policy**  
 No Returns after 30 Days of Invoice Date  
 Written Authorization Required  
 20% Restocking Charge

**Bill To:**

OROVILLE, CITY OF  
 STEPHEN CHIOINI  
 1735 MONTGOMERY STREET  
 OROVILLE CA 95965  
 (530) 538-2491 Ext. 0000 (000) 000-0000 Ext. 0000

**Ship To:**

OROVILLE, CITY OF  
 STEPHEN CHIOINI  
 1735 MONTGOMERY STREET  
 OROVILLE CA 95965

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
STEPHEN CHIOINI	OROVILLE, C5305	GAW	UPS GROUND	CHECK		
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
4.00	NETTING 100	14' X 100' Premium Pollynet	EA	\$0.0000	\$185.5000	\$742.00
2.00	NET CABLE 500	3/32" Dia 49 Strand - 920#	EA	\$0.0000	\$99.5000	\$199.00
60.00	EYEBOLT/NUT	Large Stainless Steel w/Hex Nut	EA	\$0.0000	\$1.0000	\$60.00
40.00	TBUCKLE SMALL	Small Stainless Steel 320# Work Load Limit	EA	\$0.0000	\$8.4200	\$336.80
80.00	THIMBLE	Thimble For 1/16-3/32 Cables	EA	\$0.0000	\$0.7500	\$60.00
160.00	ROPE CLAMP G	Galvanized Fits 1/16-3/32 Cable	EA	\$0.0000	\$0.2200	\$35.20
500.00	NASJB	"J" Bracket, Stainless Steel, All Surfaces	EA	\$0.0000	\$0.5000	\$250.00
1,000.00	POLY CLIPS	Black Plastic Clips	EA	\$0.0000	\$0.4200	\$420.00
1,250.00	TWIST LOKS	Black Twist Clip	EA	\$0.0000	\$0.0700	\$87.50
3.00	NET TIE 14.5	14.5" Black, UV Tie 100 Ct Bag	BG	\$0.0000	\$8.0000	\$24.00
1.00	ST SCISSORS	Heavy Duty EMT Shears	EA	\$0.0000	\$12.0000	\$12.00
1.00	CABLE CUTTER	Cuts Up To 1/8" Wire Rope	EA	\$0.0000	\$39.5000	\$39.50
1.00	ARO	APPROVED RETURNS ONLY-520 Min Chg	EA	\$0.0000	\$0.0000	\$0.00
0.00				£0.000000	£0.000000	\$0.00
1	QUOTE VALID FOR		Each	\$0.00	\$0.00	\$0.00
1	30 DAYS FROM TODAY		Each	\$0.00	\$0.00	\$0.00
0.00				£0.000000	£0.000000	\$0.00
1	FOR IN STOCK ITEMS		Each	\$0.00	\$0.00	\$0.00
1	ALLOW 7 TO 10 WORK		Each	\$0.00	\$0.00	\$0.00
1	DAYS FOR DELIVERY		Each	\$0.00	\$0.00	\$0.00
1	BY UPS GROUND SVC		Each	\$0.00	\$0.00	\$0.00
0.00				£0.000000	£0.000000	\$0.00
1	PAYMENT WITH ORDER		Each	\$0.00	\$0.00	\$0.00
1	PLACEMENT - CHECK		Each	\$0.00	\$0.00	\$0.00
1	CREDIT CARD OR WIRE		Each	\$0.00	\$0.00	\$0.00
1	TRANSFER IN ADVANCE		Each	\$0.00	\$0.00	\$0.00
1	OF ORDER SHIPMENT		Each	\$0.00	\$0.00	\$0.00

Method of Payment: To order material, print or type payment info., sign, date & fax back to Nixalite.

Credit Card - we accept Visa, Master Card, Discover & American Express

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ CVV2: \_\_\_\_\_

Purchase Order - For customers with approved credit.

Purchase Order Number: \_\_\_\_\_

**Please send this quote with your order.**

Signature: \_\_\_\_\_ PRINT Name, Title & Date

All orders must be signed

PRINT Name, Title & Date

Subtotal	\$2,266.00
Misc	\$0.00
Tax	\$0.00
Freight	\$296.48
Trade Discount	\$0.00
<b>Total</b>	<b>\$2,562.48</b>

*Add sales 169.75*  
*Tax \$ 27.32.95*



Home > Shop And Technician Tools > Under Car Service > Tire And Wheel > Tire Pressure > Toms Testers > Software Update TPMS3 2013

Home > Shop And Technician Tools > Under Car Service > Tire And Wheel > Tire Pressure > Toms Testers > Software Update TPMS3 2013

Search Tool Catalog

Shop By Category

Software Update, TPMS3, 2013

Qty



List Price 237.00 USD

Add to cart

Your Price 159.81 USD

Item TPMS3U

Overview Specification Reviews Sets/Members Repair Parts

Description

View larger image

Image shown may not be actual product but represents product or set which includes product



Write a Review

+ \$123.90 + sales Tax 21.28 Total \$304.99

Product Safety | Product Registration | MSDS Search | Tool Certificate Redemption Form | Corporate | Other Snap-on Sites | California Supply Chain | Feedback



TPM Software @ \$263.37



Snap-on Chem | Equip Care | Truck Wash | Customer Service

Home > Shop And Technician Tools > Under Car Service > Tire And Wheel > Tire Pressure > Tpm  
Testers > Package Programmable Sensor Add-on TPMS3

Search Tool Catalog

Shop By Category

Package, Programmable Sensor Add-on, TPMS3

Qty 1



List Price 172.00 USD

Add to cart

Your Price 123.90 USD

Item TPMS3PRG

- Overview
- Specification
- Reviews
- Sets/Members
- Repair Parts

Description

View larger image

Image shown may not be actual product but represents product or set which includes product



Write a Review



TPM Add on \$204.20



State: CA | Search | Catalog | My Account | Cart

Home > 15.4 MODIS CF UPGRADE

Search Tool Catalog

Shop By Category

15.4 MODIS CF UPGRADE

Qty

List Price **1249.00 USD**

Add to cart

Your Price **969.85 USD**

Item: EESP300P14

NO IMAGE AVAILABLE

- Overview
- Specification
- Reviews
- Sets/Members
- Repair Parts

Description  
15.4 MODIS CF UPGRADE

Image shown may not be actual product but represents product or set which includes product

Write a Review

+ sales tax 72.74 1042.59

Product Safety | Product Registration | MSDS Search | Tool Care/Repair Redemptions | Calculate | Other Snap-on Sites | California Supply Chain | Feedback



Diagnostic Tool \$1042.59

HOME  
SHOP CATEGORIES  
SHOP BRANDS  
SHOP SPECIALS

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VIEW CART | CHECKOUT

### Get Your Best Tool Deals

Free Shipping on all orders over \$75 GET DE FAMIL

#### SHOP PRODUCT TYPE

- A/C Tools
- Air Compressors
- Air Tools
- Battery Tools
- Diagnostics Tools
- Electric Tools
- Hand Tools
- Knives & Collectibles
- Lifting Equipment
- Paint & Body
- Safety Equipment
- Shop Equipment
- Specialty Tools
- Tool Storage

Home - Lifting Equipment - Truck Ramps - OTC Tools - OTC5269

OTC Tools (OTC5269)  
Two 20-Ton Wide Truck Loading Ramps



List Price **\$999.95**  
Your Price **\$698.85**  
Item Number **OTC5269**  
Mfg **OTC Tools**  
Part No **5269**

1

IN STOCK: YES

*Add sales Tax  
\$5241*

*751 26*

#### Features and Benefits:

Built with a tough-as-nails aluminum housing that's as comfortable as it is durable, you'll be able to work as long and hard as necessary with a versatile die grinder that gets the job done without grinding your wallet

- Application Wider Front Wheels (cement, dump, garbage trucks)
- Long, 33" retractable T-handle enhances mobility
- Non-skid rubber matting prevents slippage during use
- Durable, heavy-duty rubber wheels
- Capacity per pair 20 tons, overall length 51", tread width 16"
- Covered by OTC Lifetime Marathon Warranty®
- Product Dimensions 54.25 x 40.5 x 15 in
- Shipping Weight 371 lb



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Home ▶ Automotive ▶ Car / Truck Service Ramps ▶ Semi Truck Wheel Riser Service Ramps

## Semi Truck Wheel Riser Service Ramps



Zoom

**Item #:** WR-20K

**Price:** \$774.99

**Standard Shipping:** \$65.00

**Status:** Ships today!

**Quantity:**

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**CITY OF OROVILLE  
STAFF REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

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

**RE: STATUS OF THE THERMALITO WATER AND SEWER DISTRICT EAST  
TRUNK LINE REPLACEMENT PROJECT**

**DATE: FEBRUARY 2, 2016**

**SUMMARY**

The Council will receive a status update regarding the Thermalito Water and Sewer District's (TWSD) East Trunk Line (ETL) Project.

**DISCUSSION**

Replacement of the undersized ETL has been planned since 2010 when the City entered into an Agreement with TWSD to reimburse 75% of the actual ETL construction costs to TWSD. The ETL is owned by TWSD and conveys approximately 830,000 gallons per day of City wastewater to the Sewerage Commission-Oroville Region (SC-OR) wastewater treatment plant.

Funding for the Project is through a \$2.7 million State Revolving Fund loan obtained by TWSD with a monthly repayment of principal and interest of \$14,270. The City is responsible for 75% of the monthly loan obligation at \$10,703. Physical construction of the ETL is complete and all of the final construction costs, minus final construction management costs, have been tabulated. TWSD has informed staff that the construction costs have exceeded the project budget and loan amount by approximately \$25,000. The construction budget overage was caused by a Caltrans requirement to attempt to bore beneath Hwy 162 to connect the ETL to SC-OR's trunk line. The boring attempt failed, resulting in Caltrans then allowing TWSD to open trench across Hwy 162 to make the SCOR connection. A requirement to attempt to bore the ETL beneath Hwy 162 was not included in the Project plans and specifications, which resulted in a \$60,000 change order to the Project budget. The \$25,000 budget overage on the \$2.7 million project represents less than 1% of the project budget.

Pursuant to the ETL Agreement, the City will be obligated to pay 75%, or approximately \$19,000 of the cost overage. Staff will bring forward to the Council a final construction budget summary in the near future to authorize the final payment to TWSD.

**FISCAL IMPACT**

None at this time. Funding will be available in the Sewer Fund to pay the City's estimated \$19,000 share of the final ETL construction cost.

**RECOMMENDATIONS**

For information purposes only.

**ATTACHMENTS**

None

**CITY OF OROVILLE  
STAFF REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: BOB MARCINIAK, SBF PROGRAM SPECIALIST  
DONALD RUST, DIRECTOR  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: UPDATE – JANUARY 2016 SUPPLEMENTAL BENEFITS  
FUND FUNDING REPORT**

**DATE: FEBRUARY 2, 2016**

**SUMMARY**

The Council, serving as the Supplemental Benefits Fund (SBF) Administrator, will receive information regarding SBF funding and expenditures for January 1, 2016 through January 30, 2016.

**DISCUSSION**

The City of Oroville, as Fund Administrator of the SBF, uses its internal protocols to process SBF grant awards, pay SBF related expenses and to fund a 20 hour per week employee. Funds are received from the State of California Department of Water Resources (DWR) through Standard Agreement No. 460007302, which has been amended annually since July 21, 2006. Funds from that Agreement are on deposit with the City of Oroville. SBF funds, which are not tax payer's funds, are funds that have been assessed by the State Water Contractors to water rate payers as part of the Settlement Agreement for Federal Energy Regulatory Commission (FERC) Project No. 2100 (Lake Oroville Relicensing).

**FISCAL IMPACT**

No impact to the General Fund.

**RECOMMENDATION**

For information purposes only.

**ATTACHMENTS**

Spreadsheet of Funds Released – January 2016

**Supplemental Benefits Fund  
Informational Summary of Funds Released**

**January 1, 2016 to January 30, 2016**

<b>Date</b>	<b>Payee</b>	<b>Agreement #/or comments</b>	<b>Budget or Agreement</b>	<b>B A</b>	<b>Invoice</b>	<b>Available</b>
1/11/2016	Great Ad-Venture Publishing, Inc.	part of map/brochure project	10,000.00	B	-536.25	7,878.35
1/11/2016	ESA	3145 FR Master Plan	68,950.00	A	-8,697.96	60,252.04
1/11/2016	Forebay Aquatic Center	3110/Operating Expenses	54,000.00	A	-5,500.00	6,472.78
1/20/2016	City of Oroville	Administrative Exp/Oct.Nov.Dec.	90,240.00	B	-13,506.12	17,297.07
<b>Totals:</b>			<u>223,190.00</u>		<u>-28,240.33</u>	<u>91,900.24</u>



**SBF Fund 9920 Reconciliation**

Funds at DWR	0.00	0.00
Funds at City	417,487.80	417,487.80
Committed SBF Funds		-357,490.70
Not-committed SBF Funds		59,997.10

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: BILL LAGRONE, ACTING PERSONNEL OFFICER**

**RE: AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF OROVILLE AND THE OROVILLE  
MANAGEMENT AND CONFIDENTIAL ASSOCIATION**

**DATE: FEBRUARY 2, 2016**

**SUMMARY**

The Council will consider approving an Amendment to the Memorandum of Understanding (“MOU”) between the City of Oroville and the Oroville Management and Confidential Association (“OMCA”).

**DISCUSSION**

Over the last few months, staff and OMCA members met and conferred and came to a tentative agreement related to amendments to the MOU between the parties. The changes are outlined in the attached Amendment to the MOU. OMCA members have agreed to modifications related to the term of the Agreement, salary modifications, and participation in the education pay program.

The term of this Agreement is from July 1, 2015 through June 30, 2016. The language changes have been reviewed and tentatively agreed upon by the Acting City Administrator, City Attorney, as well as the membership of OMCA.

**FISCAL IMPACT**

The cost of this amendment is \$33,881.08. Cost by Fund is as follows:

Fund 001 General Fund	\$ 25,331.57
Fund 119 Recycling Fund	809.52
Fund 101 Sewer Fund	855.32
Fund 130 Airport	855.32
Fund 140 Housing Admin	4,525.33
Fund 190 Supplemental Benefits Fund	1,291.86
Fund 453 Housing	212.16
Total Cost	<u>\$ 33,881.08</u>

## **RECOMMENDATION**

Adopt Resolution No. 8462 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MANAGEMENT AND CONFIDENTIAL ASSOCIATION – (Agreement No. 3083-1).

## **ATTACHMENTS**

Resolution No. 8462  
Agreement No. 3083-1

**CITY OF OROVILLE  
RESOLUTION NO. 8462**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND  
DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM  
OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE  
MANAGEMENT AND CONFIDENTIAL ASSOCIATION**

**(Agreement No. 3083-1)**

**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 Memorandum of Understanding between the City of Oroville and the Oroville Management and Confidential Association. A copy is attached hereto as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on February 2, 2016, 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

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MANAGEMENT AND CONFIDENTIAL ASSOCIATION**

**(Agreement No. 3083-1)**

This Amendment dated February 2, 2016, is to the Memorandum of Understanding (“MOU”) between the City of Oroville (“City”) and the Oroville Management and Confidential Association (“OMCA”). A copy of the Memorandum of Understanding is attached to this Amendment.

As a result of negotiations held to amend the current MOU, the City and OMCA came to a Tentative Agreement regarding the following:

**Term**

The term of this Amendment shall be in effect from July 1, 2015 through June 30, 2016.

**Salary**

OMCA represented classifications shall receive a 2% salary increase effective January 1, 2016.

**Education Pay Program**

Effective January 1, 2016, an employee who obtains or is in possession of post-secondary education or a post-secondary degree (Associate’s or Bachelor’s Degree) from a WASC-accredited institution and provides documented proof of such degree, shall receive an educational incentive payment equal to:

- 60 units/AA/AS - \$125 per month pay increase
- BA/BS - \$250 per month pay increase

In the future, and subject to bargaining between the City and the other bargaining units, the City intends to remove this benefit. On the date that the Education Pay Program is eliminated for all other City employees it shall automatically be eliminated for the OMCA bargaining unit.

**One-Time Distribution**

OMCA represented classifications shall receive a one-time distribution of \$500 effective the pay period following City Council adoption of this Amendment.

**Comprehensive MOU**

To expedite implementation of the above provisions, the Parties agree to this Amendment of the current MOU. The Parties agree to work on an updated comprehensive MOU so that all agreements are in one document.

All provisions of the MOU between the City and OMCA not modified by this Amendment shall remain in full force and effect.

**CITY OF OROVILLE**

**OROVILLE MANAGEMENT AND  
CONFIDENTIAL ASSOCIATION**

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

By: \_\_\_\_\_  
Amy Bergstrand, OMCA President

**UNITED PUBLIC EMPLOYEES OF  
CALIFORNIA LOCAL 792:**

By: \_\_\_\_\_  
Steve Allen, Negotiator

**APPROVED AS TO FORM:**

**ATTEST:**

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

By: \_\_\_\_\_  
Donald Rust, Acting City Clerk

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**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: REQUEST TO APPOINT OFFICIAL LIAISON TO THE LEAGUE OF  
CALIFORNIA CITIES**

**DATE: FEBRUARY 2, 2016**

**SUMMARY**

The Council may consider the appointment of one Council Member to serve as the official point of contact for the Sacramento Valley Division of the League of California Cities.

**DISCUSSION**

The City has received a letter from the Sacramento Valley Division of the League of California Cities requesting the City to appoint an official liaison from the City Council for more effective and efficient communication. The liaison will serve as the official point of contact for the Sacramento Valley Division of the League and would be the primary recipient of Division communications. Communication from the Division will generally be delivered through email and pertain to Division activity but may also include updates from the League.

**FISCAL IMPACT**

No impact to the City's General Fund.

**RECOMMENDATIONS**

Provide direction as necessary.

**ATTACHMENTS**

A – Letter from League of California Cities

January 12, 2016

City of Oroville  
C/O Don Rust  
1735 Montgomery Street  
Oroville, CA 95965

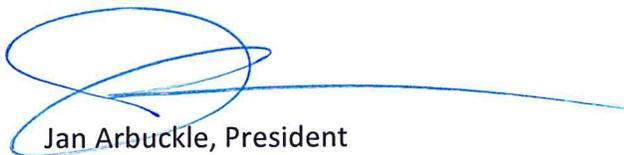
Subject: Request to Appoint Liaison to League of California Cities

Dear Mr. Rust:

In order that all of our interests are served more effectively, the Sacramento Valley Division leadership encourages your city to appoint, from your city council, an official liaison to the League of California Cities. The liaison serves as the official point of contact for the Sacramento Valley Division of the League and would be the primary recipient of Division communications. Communication from the Division will generally be delivered through email and pertain to division activity but may also include updates from the League.

Once your city has appointed a liaison, please send the appointee's contact information, including email address, to [canderson@cacities.org](mailto:canderson@cacities.org).

Sincerely,



Jan Arbuckle, President  
Sacramento Valley Division  
League of California Cities



John Shirey, President  
Sacramento Valley Area Managers Group  
League of California Cities

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: REQUEST FROM THE CALIFORNIA STATE OLD TIME FIDDLERS  
FOR OVERNIGHT RV PARKING**

**DATE: FEBRUARY 2, 2016**

**SUMMARY**

The Council may consider permitting the overnight parking of approximately fifty RVs from March 14 – 21, 2016, in the areas shown on the attached maps (**Attachment A**), for the 50<sup>th</sup> Annual California State Old Time Fiddle and Picking Championships.

**DISCUSSION**

The City of Oroville Municipal Code (OMC) Section 14-7(v) prohibits overnight parking within any park or park facility between the hours of eleven p.m. and six a.m. The OMC Section 14-7(z) prohibits overnight camping within any city park or park facility, unless authorized by the City.

On January 11, 2016, the City received an application from the California State Old Time Fiddlers requesting permission for contestant parking and RV dry camping (50 expected) in the areas identified on the attached maps (**Attachment A**) beginning on March 14<sup>th</sup> and ending on the 21<sup>st</sup>. The 50<sup>th</sup> Annual California State Old Time Fiddle and Picking Championships will be held March 17<sup>th</sup> through March 21<sup>st</sup> of this year. Event set-up will begin at 8:00am on the 14<sup>th</sup> and the event is scheduled to be completed and areas vacated by noon on the 21<sup>st</sup>. The applicant anticipates approximately 500 participants. Porta-potties will be provided in the RV areas and inside the Veteran's Memorial Hall where the event will be held. Food vendors will be operating from the kitchen inside the Veteran's Memorial Hall.

**FISCAL IMPACT**

The applicant has paid the applicable fees for a street/parking lot closure which are as follows:

<b>Item</b>	<b>Price</b>	<b>Tech Fee</b>	<b>Total</b>	<b>Paid</b>
Street Closure / Special Event Permit	\$100.00	\$6.00	\$106.00	Yes

## **RECOMMENDATIONS**

Provide direction, as necessary.

## **ATTACHMENTS**

A – Site Plans

B – Event Details



 RV PARKING  
 NO PARKING  
 CH. PARKING



©2010 Google - Map data ©2010 Google - Valley Co.



## **California State Old Time Fiddlers Association**

**OROVILLE**

**P.O. BOX 1703**

**CALIFORNIA 95965-1703**

***50<sup>th</sup> Annual California State Old Time  
Open Fiddle & Picking Championships –  
March 17, 2016 through March 20, 2016  
Parking requested for March 14, 2016 thru  
March 21, 2016***

### **ATTACHMENT TO STREET CLOSURE APPLICATION**

#### **EVENT CO-ORDINATORS/STAFF**

Sharon Barrett/President CSOTFA & Contest Chairman  
469 Jackson St., Red Bluff, CA 96080  
530-527-6127

Brett Johnson/Contest Co-Chairman  
1944 Bird Street, Oroville, CA 95965  
530-533-9336

Mary McCluskey/District 1 State Director  
501 Hoopa Circle, Chico, CA 95926  
805-748-6354

Rayburn McDonald/RV Parking  
P.O. Box 115, Richvale, CA 95974  
530-882-4520

Marian Walker/Contest Coordinator  
P.O. Box 50, Oroville, CA 95965-0050  
530-589-0453

#### **ESTIMATED NUMBER OF VEHICLES**

50 Self Contained Recreational Vehicles parked around Municipal Auditorium (see map). 150 plus contestant & spectator vehicles.

#### **SOUND AMPLIFICATION**

Sound for contest inside Auditorium provided by Chuck McCay Sound, Redding (has provided sound equipment for contest for approximately 10 plus years).

#### **LOCATION OF WATER & BATHROOMS**

Inside Veteran's Memorial Hall & porta potties outside in RV area.

## **FOOD VENDORS**

Food from kitchen inside Veteran's Memorial Hall.

## **CITY SERVICES**

Police & fire if needed. STARS for security.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES**

**DATE: FEBRUARY 2, 2016**

**SUMMARY**

The Council may consider a Professional Services Agreement (Agreement) with Harris & Associates, in the amount of \$9,000, annually, for Assessment District Administrative Reporting Services relating to the preparation of annual assessment district reports.

**DISCUSSION**

Special District Services (SDS) has been providing the City with annual Assessment District and Community Facilities District reporting since 2011 for a fixed fee of \$9,000 per year. The current Agreement runs through June 2, 2017. Prior to retaining SDS through a Request for Proposals, the annual cost for district reporting had been \$17,500 annually. The cost for these services is funded through the individual Assessment District Fund accounts.

In December 2015, Mr. Rick Clark, principal owner of SDS, informed staff that SDS had been dissolved and that he had accepted a position as a Project Manager with Harris & Associates (H&A). H&A is a full service civil engineering firm that provides financial services to municipalities. Through Mr. Clark, staff received a proposal from H&A to continue providing district reporting to the City for the same fixed fee of \$9,000 per year. As an employee of H&A, Mr. Clark would continue to prepare all of the assessment and community facilities district reports as was previously completed by SDS.

The benefits to the City, and the City's assessment district taxpayers through H&A are that the annual cost remains the same and professional engineers with expertise in municipal financing are retained. This technical expertise would benefit future projects such as Oro Bay and Rio D'Oro as the projects move forward in the future. Staff is recommending a new Agreement with H&A for the continuation of services through the fiscal year 2016 – 2017 assessment district reporting period.

## **FISCAL IMPACT**

No impact to the General Fund. The assignment of the Agreement for SDS to H&A will result in a continuation of the district reporting services at the same cost to the assessment district funds. Lighting and Landscape Districts, Fund 184. Benefit Assessment Districts Fund 185.

## **RECOMMENDATION**

Adopt Resolution No. 8459 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES, IN THE AMOUNT OF \$9,000, ANNUALLY, FOR THE PREPARATION OF ASSESSMENT DISTRICT AND COMMUNITY FACILITIES DISTRICTS ANNUAL ADMINISTRATIVE REPORTS – (Agreement No. 3163)

## **ATTACHMENTS**

Resolution No. 8459  
Agreement No. 3163

1 CITY OF OROVILLE  
2 RESOLUTION NO. 8459

3 A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING  
4 THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH  
5 HARRIS & ASSOCIATES, IN THE AMOUNT OF \$9,000, ANNUALLY, FOR THE  
6 PREPARATION OF ASSESSMENT DISTRICT AND COMMUNITY FACILITIES  
7 DISTRICTS ANNUAL ADMINSTRATIVE REPORTS

8 (Agreement No. 3163)

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

- 10 1. The Mayor is hereby authorized and directed to execute a  
11 Professional Services Agreement with Harris & Associates for  
12 Assessment District and Community Facilities Districts Annual  
13 Administrative Reports. A copy of the Agreement is attached to this  
14 Resolution.
- 15 2. The City Clerk shall attest to the adoption of this Resolution.

16 **PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on  
17 February 2, 2016, by the following vote:

18 AYES:

19 NOES:

20 ABSTAIN:

21 ABSENT:

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

23 APPROVED AS TO FORM:

24 ATTEST:

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

26 \_\_\_\_\_  
Donald Rust, Acting City Clerk

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of February 2, 2016, by and between the **City of Oroville** ("City") and Harris & Associates ("Consultant").

### **RECITALS**

- A. The Consultant is specially trained, experienced and competent to provide services relating to the preparation of assessment district and community facilities district annual reports (Project) 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 completion of the Project reporting for the 2016 – 2017 fiscal year.
- 3. Compensation. Compensation to be paid to Consultant shall be in

accordance with the Cost Proposal set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. **In no event shall Consultant's annual compensation exceed the amount of \$9,000 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. Any modifications made by the City or any agents of the City, to any of the Consultant's documents or any partial use or reuse of these documents without the express written consent of the Consultant will be at the City's sole risk and without liability to the Consultant.
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 claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance services under this Agreement, or its negligent failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the 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: K. Dennis Klingelhofer  
Harris & Associates  
34 Executive Park, Suite 150

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: \_\_\_\_\_  
K. Dennis Klingelhofer

APPROVED AS TO FORM:

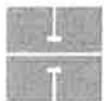
ATTEST:

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

By: \_\_\_\_\_  
Donald Rust, Acting City Clerk

Attachments: Exhibit A - Scope of Services and Cost Proposal  
Exhibit B - Insurance Requirements

# EXHIBIT A



**Harris & Associates**<sup>SM</sup>

*Shaping the Future, One Project at a Time*<sup>SM</sup>

December 10, 2015

Mr. Rick Walls  
City Engineer  
City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965

**Re: Proposal for Professional Services for the Annual Administration for the City of Oroville's Landscape and Lighting District, Benefit Assessment District and Community Facilities Districts**

Rick,

The following is a proposal for the annual administration of the Landscaping and Lighting, Benefit Assessment and Community Facilities Districts for the City of Oroville.

The proposal outlines our scope of work for the annual administration of the districts, our project team and their related experience, and the proposed fees (which have been kept the same as the City's current contract with SDS).

---

## SCOPE OF WORK

### A. Landscape and Lighting and Benefit Assessment Districts

**Annual District Administration Services.** Provisions of the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 will be used in completing the work. This scope of work is based on the assumption that there will be no increases in assessment rates as defined by Article XIID of the California Constitution (Prop. 218) and the Prop 218 Omnibus Implementation Act.

**A.1 Initiation.** Review last year's assessments and any corrections to assessments which the City has identified, receive budgets and confirm schedule.

**A.2 Review Assessment District Budgets.** Review City Budgets for the upcoming fiscal year to verify that all appropriate components have been included in the proposed Assessment District Budget.

**A.3 Preliminary Assessment Calculations.** Determine assessment rates for each zone of benefit based on the new budgets, and any changes to the districts.

**A.4 Prepare Engineer's Report.** Prepare the Engineer's Report setting the annual assessment rates for the next fiscal year based on budget estimates from City. Furnish the draft Report for review and comment. (The Engineer's Report will be prepared and signed by a Registered Civil Engineer.)

**A.5 Resolution of Intention and Public Hearing.** Attend (if requested) to provide technical support and answer questions.

**A.6 Auditor's Report.** After confirmation of assessments, prepare an Assessment Roll in electronic format, as required by the County Auditor-Controller for inclusion of assessments on the ensuing year's property tax bills. Submit the roll to the County and, after receipt of the County's exception report, make any required corrections. Deliver up to two (2) copies of the accepted Assessment Roll to the City.

## **B. Community Facilities Districts**

**Annual District Administration Services.** Provisions of the Community Facilities District Act of 1982 will be used in completing the work.

**B.1 Initiation.** Review last year's special taxes and any corrections which the City has identified and confirm yearly schedule.

**B.2 Update Special Tax Rolls.** Update the Special Tax Rolls with information on new building permits issued over the previous year. Include any changes on the Special Tax Rolls before submitting to County.

**B.3 Prepare Annual SB 165 Reports.** Prepare and deliver the required SB 165 Reports for Council approval.

**B.4 Public Hearing.** Attend (if requested) to provide technical support and answer questions.

**B.5 Auditor's Report.** After confirmation of special tax amounts, prepare an Assessment Roll in electronic format, as required by the County Auditor-Controller for inclusion of special taxes on the ensuing year's property tax bills. Submit the roll to the County and, after receipt of the County's exception report, make any required corrections. Deliver up to two (2) copies of the accepted Special Tax Roll to the City.

## **Extended Services**

1. Attendance at meetings in addition to those specified in the Scope of Services.
2. Noticing/Balloting services, if assessments or fees are increased.
3. Assisting with the establishment of any new District.
4. Testimony in court or time preparing for a court suit of any kind.
5. Any other services requested and authorized by the City.

## **Responsibilities of the City**

1. Provide the parcels that have developed since the prior year.
2. Provide qualified legal counsel to provide legal advice to City staff and to the Assessment Engineer, as required.
3. Provide access to records and data resulting in subdivision of land affecting the Districts.

**SCHEDULE**

An estimated timeline for the annual District renewal process for the FY 2016/17 assessment levy will be provided when appropriate, usually in the February/March timeframe.

**PROJECT TEAM**

**Project Manager – Rick Clark**, will be the Senior Project Manager and will be responsible for coordinating all aspects of the project, maintaining a close liaison with the City and ensuring the City’s satisfaction with the services. Mr. Clark has over 20 years of assessment district administration experience consulting to cities, counties and special districts throughout the State of California. He has assisted agencies with the analysis of special benefit from various types of improvements, in accordance with the requirements of Article XIID of the California State Constitution (Proposition 218). He has also performed annual administration services for Mello-Roos Community Facilities Districts, and various other fee and special tax districts.

**Project Engineer- K. Dennis Klingelhofer, PE**, will be the Project Engineer. Mr. Klingelhofer is a registered Professional Engineer in the State of California and has over 30 years of assessment and financial engineering experience consulting to cities, counties and special districts throughout the State of California. He has assisted agencies with the analysis of special benefit from various types of improvements, in accordance with the requirements of Article XIID of the California State Constitution (Proposition 218). He has also performed annual administration services for 1913/1915 Act Bond Districts, Mello-Roos Community Facilities Districts, Maintenance and Operations Districts (such as the Landscaping and Lighting Act of 1972) and various fee and special tax districts. Throughout his 30 years of experience, Mr. Klingelhofer has developed a reputation for providing complete and thorough reports, and meeting project deadlines and legally required timeframes.

**FEES**

Based on our knowledge and understanding of the City’s Districts and the Standard Services outlined herein under Scope of Work, Harris & Associates will provide the annual administration services for the following fees for FY 2016-17, FY 2017-18 and FY 2018-19:

- A. Consolidated LLMD .....\$4,200 lump sum per year
- B. Consolidated BAD .....\$2,800 lump sum per year
- C. CFD 2006-1 .....\$1,000 lump sum per year
- D. CFD 2006-2 .....\$1,000 lump sum per year
- Total Fee for all Districts.....\$9,000**

Attendance at meetings as described in the Scope of Work and indirect expenses (such as mileage, duplicating and postage) are included in the lump sum fee.

Compensation for any extended services will be authorized for a mutually agreed upon fee in accordance with the consultants schedule of hourly rates current at the time of providing the services.

Mr. Rick Walls  
City of Oroville  
December 10, 2015  
Page 4

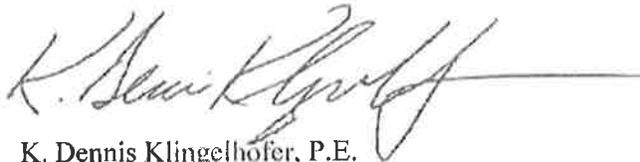
Invoices for these services will be submitted quarterly for services provided in the previous quarter and shall be paid within 30 days of receipt in accordance with a mutually agreeable contract.

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Our team is excited about the opportunity to develop a working relationship with the City of Oroville. Please let us know if you have any questions or need any additional information.

Sincerely,

**Harris & Associates**



K. Dennis Klingelhofer, P.E.  
Manager of Financial Engineering



Richard K. Clark  
Senior Project Manager

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

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

## **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.

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**CITY OF OROVILLE  
STAFF REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

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

**RE: PROFESSIONAL SERVICES AGREEMENT WITH NRC  
ENVIRONMENTAL SERVICES, INC.**

**DATE: FEBRUARY 2, 2016**

**SUMMARY**

The Council may consider a professional Services Agreement with NRC Environmental Services, Inc, in the amount of \$19,000, for the excavation and disposal of waste oil impacted soil located on City-owned property near Parker Avenue, Oroville.

**DISCUSSION**

In July 2015, the City was notified by the Butte County Public Health Department (County) of the abandonment of 2 – 55 gallon waste oil drums on City owned property (former railroad right-of-way) located west of Parker Avenue (APN 035-270-025). Both drums had holes punctured in them and the waste oil contents leaked onto and into the surrounding soil. The spill area has been covered with plastic sheeting to minimize oil migration prior to cleanup. The City received a written directive in October 2015, from the County to clean up the spill using a Certified Hazardous Waste Operations and Emergency Response (HAZWOPER) company (copy attached). The only HAZWOPR certified company in Butte County is NRC Environmental Services, Chico, CA (NRC).

Staff obtained a time and materials cleanup estimate from NRC in the amount of \$19,000 (copy attached). It is not possible to obtain a fixed price bid for the cleanup as the actual volume and weight of the contaminated soil will not be known until the excavation is completed. The estimate from NRC includes:

- Disposal of waste oil drums
- Excavation of visually stained and contaminated soil (estimated at 20 yards)
- Analyze soil samples for profiling and disposal
- Transport and disposal to a Class II landfill

The cost that the City will be billed by NRC will be based on actual time and materials that will be tracked by City staff during the removal operations. Time and material billing will be in accordance with NRC's published price list. The cost for soil disposal will be based on the actual tonnage determined by a scale weight at the landfill.

Normally a site investigation work plan would be required prior to cleanup. This requirement has been waived by the County because the Interim City Engineer will be the project manager and is a licensed civil engineer.

### **FISCAL IMPACT**

Estimated impact to the General Fund of \$19,000. 001-7000-7200.

### **RECOMMENDATIONS**

Adopt Resolution No. 8460 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NRC ENVIRONMENTAL SERVICES, INC., IN THE AMOUNT OF \$19,000, FOR THE EXCAVATION AND DISPOSAL OF WASTE OIL IMPACTED SOIL LOCATED ON CITY-OWNED PROPERTY IDENTIFIED AS (APN: 035-270-025) – (Agreement No. 3164).

### **ATTACHMENTS**

Resolution No. 8460  
Agreement No. 3164  
Butte County Public Health Cleanup Letter  
NRC Proposal

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**CITY OF OROVILLE  
RESOLUTION NO. 8460**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NRC ENVIRONMENTAL SERVICES, INC., IN THE AMOUNT OF \$19,000, FOR THE EXCAVATION AND DISPOSAL OF WASTE OIL IMPACTED SOIL LOCATED ON CITY-OWNED PROPERTY IDENTIFIED AS (APN: 035-270-025)**

**(Agreement No. 3164)**

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

1. The Mayor is hereby authorized and directed to execute a Professional Services Agreement with NRC Environmental Services, Inc. for the cleanup of City-owned property known as APN 035-270-025. 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 a regular meeting on February 2, 2016, 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 January 19, 2016 by and between the **City of Oroville** ("City") and NRC Environmental Services, Inc. ("Consultant").

### **RECITALS**

- A. The Consultant is specially trained, experienced and competent to provide services relating to the excavation and disposal of waste oil contaminated soil located on APN 035-270-025 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 on a time and materials basis in accordance with the NRC Price List set forth in

Exhibit "A," which is attached hereto and incorporated herein by reference.

**In no event shall Consultant's compensation exceed the amount of \$19,000 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: Christian Neal  
NRC Environmental Services, Inc.  
1111 Marauder Street  
Chico, CA 95973

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

NRC ENVIRONMENTAL SERVICES

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

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

APPROVED AS TO FORM:

ATTEST:

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

By: \_\_\_\_\_  
Donald Rust, Acting City Clerk

Attachments: Exhibit A - Scope of Services and Price List  
Exhibit B - Insurance Requirements



# EXHIBIT A

23 December 2015

City of Oroville  
1735 Montgomery street  
Oroville, CA 95965  
ATTN: Rick Walls

## **Estimate 15CH074: 100 Gal oil spill cleanup**

NRC Environmental Services Inc. (NRC) submits the following price estimate based on time and material rates to clean up to 100 gallons of oil spilled from (2) two 55 gallon drums. Spill location is on county right of way at the end of Parker Ave., Oroville CA

### **WORK SCOPE:**

- Call in USA
- Dig contaminated soil to a visibly clean state.
- Take conformation samples if county health requires for this project.
- Backfill excavation and compact soil.
- Transport contaminated soil to an approved TSDF.

### **EXCLUSIONS & CONDITIONS:**

The following list of limitations applies and may result in additional billing:

- NRC will exhibit reasonable care not to damage existing landscaping (beyond what is necessary for removal of the soil). NRC will not be held responsible for damage caused as a result of the normal operations of personnel and/or equipment used to perform the requested scope of work.
- NRC will not be held responsible for delays or costs resulting from circumstances beyond its control.
- The client is required to have an authorized representative on site to sign all shipping documents required for the offsite transportation of the soil. Costs due to delays in receiving client authorization of such documents at the time they are ready to depart the site will be billed to the client additionally.
- Costs incurred due to delays caused by inadequate site access for NRC vehicles, personnel, and/or equipment.
- Pricing does not include the payment of prevailing wages to workers as listed in the Service Contract Act wage determination. The client has confirmed that this task does not fit into their standard work; if another wage determination is required NRC reserves the right to revise this quote to cover any changes.

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**QUOTE 15CH074: 100 Gal oil spill cleanup**  
**PREPARED FOR: City of Oroville**

- NRC will prepare all necessary manifests, LDR certifications and/or bill of ladings for the transportation and disposal of wastes. These documents will require signatures from the generator prior to transporting to a client designated facility.
- NRC has included pricing for waste disposal in this estimate. NRC will not act as a waste arranger for disposal services. It is the responsibility of the Client to select appropriately permitted waste disposal facilities and to advise NRC of its choice(s). NRC may need to adjust pricing to reflect cost plus 20% for any waste disposal destinations other than those used for the purposes of this estimate. NRC used pricing to dispose of the waste at Recology, Ostrom road landfill in Wheatland, California.

NRC employees engaged in field work will possess current valid 40-Hazwoper certifications with current annual 8-hour refresher certification.

### **PAYMENT:**

NRC will perform the quote scope of services base off the time and materials rates for: **\$19,000.00**

Terms and conditions that will govern the work described in this estimate are included on the attached NRC Work Authorization. The NRC Work Authorization must be executed by the client to indicate acceptance of the quote prior to performance of any work.

Change orders if encountered and authorized by the client will be billed using pricing included in the NRC 2015 published rate sheet.

The proposal is valid for a period of sixty (60) calendar days for services to be performed within three (3) months from the date of this proposal.

Thank you for the opportunity to provide you with this quotation. Please contact me at your convenience with any questions.

Sincerely,

**Cristian Neal**  
Field Supervisor  
NRC Environmental Services Inc.  
530-433-5630 direct  
530-343-5488 office  
530-343-4356 fax  
cneal@nrcc.com



# PRICE LIST

Effective February 18, 2015

<b>Personnel</b> .....	2
<b>Equipment</b> .....	3
Boom.....	3
Recovery Skimmers .....	3
Temporary Storage.....	3
Vessels Support .....	3
Excavation.....	3
Trailers .....	4
Trucks .....	4
Vacuum Trucks/Trailers .....	5
Vehicles.....	5
Blowers/Compressors .....	5
Pressure Washers.....	5
Pumps .....	5
Hoses/Pipes/Fittings.....	6
Support.....	6
Communications.....	7
Safety .....	7
<b>Materials &amp; Supplies</b> .....	9
Bags/Sheeting .....	9
Cleaners .....	9
Containers.....	9
Safety.....	9
Sorbents.....	10
Miscellaneous.....	10

Price List Terms: Customer's request for NRC Environmental Services Inc. (NRC) to perform services constitutes an agreement to pay for those services under the Personnel, Equipment and Material Terms of this Price List, regardless of any estimates provided by NRC. Charges will be based on the most current published Price List. Surcharges to current published rates may apply in non-local areas. Surcharges may also apply to cover unanticipated cost increases for items, including but not limited to fuel and insurance, resulting from circumstances beyond the control of NRC. Rates are based upon net 10 payment terms unless otherwise agreed by prior written contract with NRC. Balances outstanding more than ten (10) days after the invoice date shall be deemed delinquent and shall earn interest at the rate of 1.5 % per month. Customers without a pre-existing NRC contract are subject to a minimum charge of \$5,000.00 to be paid at time of call out for emergency response services and any charges for services estimated to exceed the minimum are also payable in advance. All rates are in U.S. dollars. Payments made using credit cards (VISA, MASTERCARD, AMEX) shall incur an additional processing fee of 3%.

# PERSONNEL

ITEM #	DESCRIPTION	HOURLY RATE
SP	Senior Project Manager	136
CH	Certified Industrial Hygienist / Training Manager (NRC only)	200
PM	Project Manager	111
TR	Trainer	126
SU	Superintendent	96
AM	Assistant Project Manager (Operations, Planning, Logistics, Finance)	93
HS	Health & Safety	101
SA	Senior Accountant	86
SM	Support Manager (Purchasing, Communications, Transportation, Decon)	81
PS	Project Scientist / Field Chemist	76
PR	Purchaser / Subcontracts Administrator	66
AS	Administrative Support / Accountant	51
FS	Field Supervisor	74
MC	Mechanic / Welder	71
EO	Equipment Operator	63
DR	Driver (Commercial)	59
SF	Site Foreman	61
RT	Confined Space / Rescue Technician	58
LO	Licensed Vessel Operator	86
VO	Vessel Operator	61
DH	Deckhand	51
TE	Technician – HAZWOPER	49
RC	Resource Coordinator (Dispatch, Warehouse, Logistics)	58
MT	Marine Technician	61
ST	Specialist Technician (Tanker Rollover/Tank Car/Compressed Gas)	70

**Personnel Terms:**

1. Minimum call out is 4 hours per person, except for projects over 50 miles from office location require 8-hour daily minimum.
2. All Personnel rates are subject to the following:
  - a) Weekdays: 0700 to 1500 hours charged at Straight Time (ST = Hourly Rate); 1500 to 1900 hours charged at Overtime (OT = 1½ times the Hourly Rate); 1900 to 0700 hours charged at Double Time (DT = 2 times the Hourly Rate). Changes to start times for Weekday ST, OT and DT may be requested by Client and may be approved by NRC on a case-by-case basis for longer projects.
  - b) Saturday: First 8 hours charged at OT; hours over first 8 hours charged at DT.
  - c) Sundays and Holidays: All time charged at DT. The following are included holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. Other holidays may apply when employing certain union personnel, including but not limited to: Martin Luther King, Jr. Day, Cesar Chavez's Birthday, Veterans Day, day before Christmas and day after Christmas.
  - d) ST, OT and DT rates are applied per a) – c) above regardless of the number of hours worked for any Client on any particular day. Rates for hours subsequent to a break of less than 8 hours are charged at the appropriate OT or DT rate continuous to hours prior to the break.
  - e) All time for projects outside 48 contiguous United States charged at 150% times rates per a) - d) above.
  - f) All time involved in providing expert testimony in any court, deposition or hearing, etc. including preparation and travel time will be charged at DT.
3. All project specific personnel, including accounting, administrative, personnel support, logistics and management, whether on site, at NRC offices, or at support locations, are chargeable. All personnel are charged according to the above rates, regardless of full-time, part-time or third party labor source status, unless provided as part of a specified subcontracted service. Surcharges apply for remote sites and prevailing-wage projects. Personnel charged per their standard category rates for participation in any activity provided on behalf of the Customer including depositions, interviews, document preparation, etc.
4. Time charges begin with equipment and personnel mobilization activities and terminate at the conclusion of the services, including transportation of equipment and personnel back to operations centers and any necessary demobilization activities. Personnel time is charged in half-hour increments for all personnel. All hourly rates will be charged Portal-to-Portal from the location of personnel when dispatched, including but not limited to NRC office, personnel home, hotel or other jobsite as applicable. Personnel on standby for Customer will be charged at 8 hours per 24-hour period.
5. Transportation and any incidental costs for all emergency response personnel, both on site, at support locations and traveling to and from the site or support locations, are charged at cost plus 20%. Per Diem charges for food in metropolitan areas are \$60.00 per person per day. Non-premium area per diem rates for lodging are \$140.00 per person per day. Rates for premium areas and remote sites to be determined by NRC at time of service.

CATEGORY	ITEM	DESCRIPTION	UNIT	RATE	
EXCAVATION	5001	Backhoe, 710 or equivalent	Day	383	
	5002	Backhoe, 580 or equivalent	Day	332	
	5003	Backhoe Attachment, Breaker	Day	224	
	5004	Backhoe Attachment, Compactor	Day	128	
	5022	Compaction, Sheepsfoot or Roller	Day	253	
	5006	Dump Bed, Morooka 5-10 cu. yd.	Day	357	
	5021	Dump Truck, 5 cu. yd., w/ Plow & Sander	Hour	179	
	5007	Excavator, Mini	Day	332	
	5008	Excavator, up to 37,000 lb	Day	867	
	5009	Excavator, 38,000 to 53,000 lb	Day	1,071	
	5010	Excavator, over 53,000 lb	Day	1,530	
	5017	Excavator, over 100,000 lb	Hour	255	
	5011	Excavator Attachment, Thumb or Wheel	Day	357	
	5012	Excavator Attachment, Hammer	Day	561	
	5013	Loader, Bobcat, Skidsteer or equivalent	Day	357	
	5014	Loader Attachment, Breaker, Compactor or Grapple	Day	179	
	5015	Loader, up to 4 yds.	Day	663	
	5023	Snowcat	Day	960	
	TRAILERS	6001	Trailer, Confined Space Entry/Rescue	Day	2,040
		6002	Trailer, Decon, up to 24'	Day	357
6003		Trailer, Dump, 7,000 – 12,000 lb	Day	255	
6004		Trailer, Dump, Side/End, 18 yd.	Hour	36	
6023		Trailer, Emergency Response, Petroleum	Day	200	
6005		Trailer, Emergency Response, up to 24'	Day	357	
6006		Trailer, Emergency Response, 40'- 48'	Day	510	
6007		Trailer, Equipment, Utility, 1-2 ton	Day	102	
6008		Trailer, Equipment, Utility, 3-10 ton	Day	255	
6009		Trailer, Flatbed, up to 48'	Day	255	
6010		Trailer, Incident Command Center, 24'	Day	663	
6011		Trailer, Incident Command Center, 48'	Day	1,530	
6012		Trailer, Low Boy	Day	306	
6013		Trailer, MTR (boom, boat, skimmer add'l if deployed)	Day	357	
6014		Trailer, Office	Day	204	
6015		Trailer, Rocket (Roll Off Bin) Launcher	Hour	41	
6016		Trailer, Side Dump, 3 axle	Day	612	
6017		Trailer, Tilt Top, 26 ton	Day	255	
6018		Trailer, Van, up to 48'	Day	357	
6019		Trailer, Water Buffalo (up to 500 gallons, with pump)	Day	204	
6020		Trailer, Wildlife Response and Rehab (supplies add'l)	Day	2,550	
6021		Trailer, Wildlife Search & Collection	Day	1,020	
6022	Trailer, Wildlife Support	Day	357		
TRUCKS	7001	Tractor, Diesel	Hour	46	
	7002	Truck, Camera	Hour	128	
	7003	Truck, Crane, 1 ton - 6 ton	Hour	67	
	7004	Truck, Crane, 7 ton - 10 ton	Hour	77	
	7005	Truck, Crane, 10 ton - 18 ton	Hour	97	
	7006	Truck, Crane, 40 ton	Hour	143	
	7007	Truck, Dump, up to 10 yard	Hour	62	
	7008	Truck, Dump, over 10 yard	Hour	67	
	7009	Truck, Dump, over 10 yard with pup	Hour	72	
	7016	Truck, Flatbed or Van, 2-Axle, up to 24'	Hour	46	
	7010	Truck, Gear, less than 1 ton	Hour	22	
	7012	Truck, Gear, 1 ton	Hour	26	
	7014	Truck, Gear, 2 ton - 5 ton	Hour	38	
	7017	Truck, Hazmat Response, up to 24'	Hour	77	
	7018	Truck, Marine Response	Hour	52	

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## EQUIPMENT

CATEGORY	ITEM	DESCRIPTION	UNIT	RATE
<b>BOOM</b>	1001	Anchor Gear	Each/Day	31
	1002	Boom Mooring Light	Each/Day	13
	1003	Contractor Boom, up to 21"	Ft/Day	2
	1004	Petro Barrier, up to 24"	Ft/Day	3
	1005	Ocean Boom, up to 42"	Ft/Day	7
<b>RECOVERY / SKIMMERS</b>	2001	Air Conveyor, VS-50	Day	3,060
	2002	Belt Skimmer, Marco Class XI-C	Day	4,080
	2003	Belt Skimmer Vessel, JBF DIP 3001	Hour	357
	2004	Belt Skimmer Vessel, Marco I C	Hour	383
	2005	Brush Skimmer, Lamor	Day	3,672
	2006	Brush Skimmer, Aquaguard RBS-40	Day	2,550
	2007	Brush Skimmer, Aquaguard RBS-25 or 10 Twin	Day	2,040
	2008	Brush/Drum/Disc Skimmer, Aquaguard RBS-05	Day	867
	2009	Disc Skimmer, MI-30, Komara 12K	Day	1,836
	2010	Disc Skimmer, Vikoma Sea Skimmer	Day	2,040
	2124	Disc Skimmer, X-150, Elastec	Day	4,590
	2011	Drum Skimmer, Roto 70	Day	3,570
	2012	Drum Skimmer, Action Petroleum Model 60	Day	1,428
	2013	Drum Skimmer, Action Petroleum Model 36	Day	1,224
	2014	Drum Skimmer, Action Petroleum Model 24	Day	816
	2015	Rope Mop Skimmer, II-9	Day	816
	2016	Rope Mop Skimmer, I-4, II-4, II-6	Day	612
	2017	Rope Mop Skimmer, extra rope, 100'	Day	112
	2018	Vacuum/Transfer Unit (VTU)	Day	1,836
	2019	Weir Skimmer, Desmi 250	Day	3,570
	2020	Weir Skimmer, Foilex, vacuum	Day	1,530
	2021	Weir Skimmer, Foilex, hydraulic	Day	2,550
	2022	Weir, Cascade LP 3000 or Vikoma Fastflowec	Day	1,632
2023	Weir Skimmer, Skimpak or Oleo, 2" or 3"	Day	306	
<b>TEMPORARY STORAGE</b>	3001	Bladder Tank, 24 barrel	Day	255
	3002	Bladder Tank, 25 - 100 barrel	Day	510
	3003	Bladder Tank, 101 - 240 barrel	Day	1,020
	3004	Container, Intermodal or Connex Storage, 20'	Day	23
	3005	Container, Intermodal or Connex Storage, 40'	Day	45
	3006	Roll-off Bins, up to 20 cu. yd.	Day	23
	3007	Roll-off Bins, over 20 to 40 cu. yd.	Day	45
	3008	Storage Tank, 500 to 2,499 gallon	Day	21
	3009	Storage Tank, 2,500 to 4,499 gallon	Day	26
	3010	Storage Tank, 4,500 to 6,000 gallon	Day	36
	3015	Storage Tank, 20,000 gal, with berm	Day	92
	3011	Tank Barge, up to 210 bbls (NRC only)	Day	1,530
	3014	Tank Barge, Pebble Beach or Kenny	Day	11,750
<b>VESSELS / SUPPORT</b>	3012	Tote Tank, DOT approved, 275 to 300 gal	Day	82
	3013	Vacuum Box, up to 25 cu. yd.	Day	82
	4001	Deck Barge, up to 110'	Day	510
	4002	Response Vessel, 65'	Hour	383
	4003	Response Vessel, 35' - 55'	Hour	230
	4004	Response Vessel, 30' - 34'	Hour	163
	4005	Response Vessel, 25' - 29'	Hour	128
	4006	Response Vessel, 16' - 24'	Hour	102
	4007	Skiffs w/outboard, 15' or less	Hour	52
	4008	Skiffs w/o outboard	Hour	26

CATEGORY	ITEM	DESCRIPTION	UNIT	RATE
	7019	Truck, Roll Off Bin, Bobtail	Hour	72
	7020	Truck, Roll Off Bin, Bobtail with trailer	Hour	82
	7021	Truck, Water. up to 3000 gallons	Hour	112
<b>VACUUM TRUCKS / TRAILERS</b>	8001	Guzzler/Air Mover (filters add'l)	Hour	153
	8002	Vactor/Jetter - Combo Unit (attachments add'l)	Hour	189
	8003	Vacuum Trailer, 120 -130 bbl, black iron	Hour	31
	8004	Vacuum Trailer, 120 -130 bbl, stainless	Hour	46
	8005	Vacuum Truck, less than 35 bbl	Hour	52
	8006	Vacuum Truck, 35 - 80 bbl	Hour	62
	8007	Vacuum Trailer, less than 50 bbl	Hour	26
<b>VEHICLES</b>	9001	All-Terrain Vehicle	Day	245
	9002	All-Terrain Vehicle, Cargo Carrying	Day	383
	9003	Auto, Personnel or Support	Day	102
	9004	Van, MTR (boom, boat, skimmer add'l if deployed )	Day	408
	9005	Van, Maintenance, Personnel or Support	Day	153
	9006	Wildlife Transport-Care Vehicle	Day	612
<b>BLOWERS / COMPRESSORS</b>	1101	Air Compressor, up to 100 CFM	Day	153
	1102	Air Compressor, 100 to 185 CFM	Day	230
	1103	Air Compressor, 210 to 375 CFM	Day	332
	1104	Blower, Coppus, Electric/Pneumatic	Day	102
	1105	Blower, Negative Air Exhaust, 6" (consumables add'l)	Day	77
	1106	Blower, Negative Air Exhaust, 12" (consumables add'l)	Day	112
	1107	Blower, Venturi, Horn	Day	31
	1108	Exhaust Duct, 25' x 6", 10" or 12"	Day	26
<b>PRESSURE WASHERS</b>	1202	Hydroblaster, 6,000 psi	Hour	52
	1203	Hydroblaster, 10,000 psi	Hour	72
	1204	Hydroblaster, 20,000 psi	Hour	184
	1209	Jetter Trailer	Hour	97
	1206	Flexible Lance, 50', nozzle, foot-pedal, up to 5k p si	Day	77
	1212	Flexible Lance, 50', nozzle, foot-pedal, 5k plus to 20k	Day	121
	1211	Flexible Lance, 150', nozzle, and foot-pedal, up to 5k	Day	128
	1214	Dump-Style Gun, Foot Operated, up to 20k psi	Day	86
	1215	Dump-Style Gun, Single, Safety Surround, up to 40k	Day	126
	1216	Dump-Style Gun, Dual, Safety Surround, up to 20k psi	Day	126
	1217	Dump-Style Gun, Multi Gun Valve Control System	Day	106
	1219	Flange Mount Anti-Withdrawl Device	Day	16
	1218	Pipe Centralizer, 8" - 36" Diameter	Day	31
	1207	Pressure Washer, up to 3,000 psi, single	Day	255
	1210	Pressure Washer, up to 3,000 psi, dual w/ tank	Day	612
	1208	Pressure Washer, 3,000 to 5,000 psi	Day	357
	1205	Remote Tank Cleaning (Gamajet) Head	Day	306
	1201	Specialty Nozzles up to 5k psi (Roto, fogging, etc.)	Day	46
	1213	Specialty Nozzles over 5k psi (Rotating multi-tip)	Day	81
<b>PUMPS</b>	1311	Drum Vacuum (consumables add'l)	Day	153
	1301	Pump, up to 1", Petroleum	Day	62
	1302	Pump, up to 1", Chemical	Day	97
	1303	Pump, 2", Petroleum	Day	87
	1304	Pump, 2", Chemical	Day	199
	1305	Pump, 2", Chemical Peristaltic	Day	357
	1306	Pump, 3", Petroleum	Day	102
	1307	Pump, 3", Chemical	Day	301
	1312	Pump, 3", Hydraulic (Archimedes/MT30) w/power pack	Day	1,530
	1308	Pump, 4", Petroleum	Day	179
	1309	Pump, 4", Petro-Submersible	Day	332

CATEGORY	ITEM	DESCRIPTION	UNIT	RATE
	1310	Pump, 5"- 6", Petroleum	Day	408
	1316	Pump, Double Diaphragm, Stainless Steel, 1"	Day	204
	1317	Pump, Double Diaphragm, Stainless Steel, 2"	Day	306
<b>HOSES / PIPES</b>	1405	Guzzler/Air Mover Vacuum Breaker	Day	31
<b>FITTINGS</b>	1406	Guzzler/Air Mover/Jetter Fittings (elbows, tees, etc.)	Day/Each	9
	1415	Hose, Discharge (lay flat), 2"	50 Ft/Day	11
	1416	Hose, Discharge (lay flat), 3"	50 Ft/Day	13
	1417	Hose, Discharge (lay flat), 4"	50 Ft/Day	16
	1418	Hose, Discharge (lay flat), 6"	50 Ft/Day	26
	1401	Hose, Fire, 1.5"	50 Ft/Day	16
	1402	Hose, Fire, 2.5"	50 Ft/Day	19
	1403	Hose, Guzzler/Air Mover, Pipe, 4"	Ft/Day	5
	1404	Hose, Guzzler/Air Mover, Pipe, 6"	Ft/Day	6
	1420	Hose, Hydraulic	50 Ft/Day	26
	1428	Hose, Hydroblaster, up to 20,000 psi	50 Ft/Day	122
	1407	Hose, Pneumatic	50 Ft/Day	11
	1429	Hose, Pressure Washer, up to 6,000 psi	50 Ft/Day	21
	1408	Hose, Suction & Discharge, 2", Petro	25 Ft/Day	16
	1409	Hose, Suction & Discharge, 2", Chemical	25 Ft/Day	31
	1410	Hose, Suction & Discharge, 3", Petro	25 Ft/Day	26
	1411	Hose, Suction & Discharge, 3", Chemical	25 Ft/Day	41
	1412	Hose, Suction & Discharge, 4", Petro	25 Ft/Day	36
	1413	Hose, Suction & Discharge, 4", Chemical	25 Ft/Day	62
	1414	Hose, Suction & Discharge, 6", Petro	25 Ft/Day	46
	1424	Hose, Teflon, 1" Rubber Jacketed or 2" Stainless Braid	Ft/Day	36
	1419	Hose, Wash, up to 1"	50 Ft/Day	11
<b>SUPPORT</b>	1501	Air Knife	Day	153
	1554	Airless Sprayer	Day	87
	1555	Bag Filter System, Single (bag filters add'l)	Day	62
	1502	Bag Filter System, Dual Pod (bag filters add'l)	Day	77
	1567	Banding Equipment, 2-inch	Hour	31
	1568	Banding Equipment, 2-inch	Day	245
	1503	Carbon Filtration System, 55 gal drum	Each	357
	1504	Chipping Gun, Pneumatic	Day	41
	1505	Compactor, Hand Operated	Day	153
	1506	Decon Cleaning Pool, Portable 10' x 15'	Day	128
	1507	Decon Cleaning Pool, Portable 10' x 30'	Day	204
	1508	Decon Cleaning Pool, Portable 20' x 100'	Day	561
	1509	Decon Cleaning Pool, Portable 25' x 50'	Day	281
	1510	Decon Station, Personnel 2 Stage (supplies add'l)	Day	52
	1553	Decon Station, Personnel 3 Stage (supplies add'l)	Day	77
	1511	Electrical Accessories (cords, GFCI, adaptors)	Day	15
	1573	Floor Buffer (pads add'l)	Day	76
	1512	Forklift, 5K to 10K lb	Day	281
	1513	Forklift, Attachment	Day	102
	1514	Generator, less than 4 kW	Day	52
	1515	Generator, 4 kW to less than 7.5 kW	Day	117
	1516	Generator, 7.5 kW to 12.5 kW	Day	168
	1574	Generator, 67 kW	Day	328
	1517	Handheld Pipeline Locator System	Day	153
	1569	Hydrogen Peroxide System (consumables add'l)	Day	245
	1518	Jackhammer	Day	153
	1519	Ladder, Extension, Folding or Jacobs	Day	41
	1557	Laser Level Kit, 1/16" x 100'	Day	57
	1558	Laser Level Kit, 1/4" x 100'	Day	16

CATEGORY	ITEM	DESCRIPTION	UNIT	RATE
	1520	Light Tower, Trailer Mounted	Day	179
	1521	Light, Explosion-Proof	Day	45
	1570	Light, Explosion-Proof, LED String (10 lights/each)	Day	449
	1522	Light, Stand, Regular, 500W	Day	17
	1523	Light, Stand, Regular, 1000W	Day	62
	1524	Office Space (for command post at NRC as available)	Day	1,5130
	1525	Pipe Plug 4" to 18" (includes 20' airline hose)	Day	97
	1526	Pipe Plug 18" to 24" (includes 20' airline hose)	Day	158
	1527	Pipe Plug 24" to 36" (includes 20' airline hose)	Day	179
	1528	Pipe Plug 36" to 48" (includes 20' airline hose)	Day	219
	1529	Pipe Plug 48" to 60" (includes 20' airline hose)	Day	357
	1572	Portable Toilet, (includes service, wash basin)	Day	102
	1563	Portable Breathing Air Compressor	Day	383
	1530	Power Pack, Hydraulic, 1 hp (<0.75 kW)	Day	52
	1531	Power Pack, Hydraulic, 16 hp (0.75 kW < 12 kW)	Day	141
	1532	Power Pack, Hydraulic, 40 hp (12 kW < 30 kW)	Day	281
	1533	Power Pack, Hydraulic, 60 hp (30 kW < 45 kW)	Day	510
	1534	Road Closure Signs, reflective	Day/Each	52
	1535	Road Closure, Barricades, Cones, Delineators	Day/Each	6
	1536	Sand & Floor Dry Spreader Attachment	Day	97
	1537	Saw, Chain	Day	62
	1538	Saw, Cutoff	Day	128
	1575	Scissor Lift, 24'	Day	121
	1539	Soil Sampler, Hollow Stem	Day	52
	1556	Surf Rake, Model 600 HD	Day	765
	1540	Tools, Hand (brooms, shovels, etc.)	Each/Day	6
	1541	Tools, Mechanical Set	Each/Day	52
	1542	Tools, Non-Sparking	Each/Day	16
	1543	Tools, Power, Small (drills, Sawzall, etc.)	Each/Day	36
	1544	Truck Ramps	Day	153
	1545	Vacuum, HEPA (filters add'l)	Day	255
	1546	Vacuum, Shop (filters add'l)	Day	52
	1547	Vactor/Jetter Attachment (hydro-exca, Drum-It head, nozzles)	Day/Each	97
	1566	Vapor Extraction System, Portable	Day	357
	1548	Welding Unit / Torch Set, Portable	Day	87
	1549	Wildlife Rehabilitation Pool	Day	204
	1550	Wildlife Shelter, 19' x 35'	Day	2,040
	1551	Wildlife Shelter, 20' x 20'	Day	765
	1552	Yokohama Fenders, 8' diameter	Day	179
<b>COMMUNICATIONS</b>	1601	Base Station	Day	77
	1602	Cellular Phone (airtime over \$10 per day add'l)	Day	36
	1603	Computer and/or Printer	Day	97
	1604	GPS Unit	Day	52
	1605	High Power Repeater System w/Generator	Day	306
	1606	Radio, UHF or VHF, Portable	Day	26
	1607	Satellite Phone (includes 20 minutes airtime per day)	Day	77
	1608	Satellite Dish for HS Internet	Day	128
	1609	Respirator Comms System	Day	120
<b>SAFETY</b>	1701	Air Sampling Kit (tubes add'l)	Day	41
	1702	Chest or Hip Waders, Insulated Cooling Vests	Day	26
	1726	Cylinder Containment Device	Day	2,040
	1704	Eyewash Station	Day	36
	1705	Drager CMS Meter	Day	204
	1706	Floatation Work Suit	Day	52
	1707	Floatation Work Vest, PFD	Day	11
	1710	Harness (including Lanyard or SRL)	Day	26

CATEGORY	ITEM	DESCRIPTION	UNIT	RATE
	1730	Hazcat Kit	Day	153
	1734	Kendrick Extrication Device (KED)	Use	200
	1733	Manometer	Day	76
	1711	Meter, 4EC Radiation	Day	357
	1712	Meter, LEL/O2/H2S/CO	Day	153
	1725	Meter, LEL/O2/H2S/CO/PID	Day	255
	1713	Meter, Jerome Mercury	Day	612
	1723	Meter, Lumex Mercury	Day	867
	1714	Meter, Personal / Gillian, Single/4-qas	Each/Day	41
	1715	Meter, Personal / Particulate Monitoring	Day	153
	1716	Meter, PID	Day	204
	1717	Mercury Vacuum (consumables add'l)	Day	765
	1728	Midland Capping Kit	Day	1,020
	1724	Remote Drum Drilling Unit	Day	612
	1708	Respirator, Full Face (cartridges add'l)	Day	26
	1709	Respirator, Half Face (cartridges add'l)	Day	21
	1718	Salvage Cylinder/Coffin	Day	1,530
	1719	SCBA or Egress Bottles w/ lines	Day/Each	128
	1729	SCBA or Egress Bottles w/ lines, Refill	Day/Each	26
	1731	Shin and Metatarsal Guards, Aluminum	Day	26
	1720	Six Pack / Regulated Air Supply (includes up to 300' airline)	Day	306
	1721	Tripod and Winch	Day	255
	1732	Turtle Armor Suit (Torso, Chaps, Gaiters, Gauntlets)	Day	86

#### Equipment Terms:

1. NRC does not rent equipment in a bare condition. All equipment shall be operated and controlled by NRC Personnel only. All equipment sent to site by NRC shall be in a basic operating condition. Additional components charged to Customer include, but are not limited to, multiple hose lengths, blast shields, specialty tips or fittings, specialty connections, noise abatement, catalytic converters, etc. Equipment prices do not include fuel, operator or mobilization unless otherwise stated. Fuel consumed in non-mileage related operation of equipment, including vehicle and non-vehicle equipment and vessels, will be charged at cost plus 20%. Vacuum truck washouts will be charged at cost plus 20%. Regulatory permits and environmental fees (HP Fees, BTU Fees, etc.) shall be assessed at cost plus 20% based upon the equipment and duration of such unit. Additional equipment safety requirements beyond the published OSHA and DOT regulatory standards shall be priced at Cost +20% for the additional items plus the cost of installation. Equipment that requires electrical connection to owner/facility provided power shall only be connected by licensed electricians experienced in the type of connection required and voltage rating. Equipment that requires air power to operate may be attached to owner/facility provided that the pressure and connections are compatible with NRC equipment and that shut off valves are in compliance with regulations.
2. Time charges are calculated portal to portal, including any demurrage beginning with equipment mobilization activities from the NRC office or operations center unless otherwise specified, including all time at the site. Time charges terminate at the conclusion of the operation, which includes transportation of equipment back to NRC office or operations center and completion of any necessary demobilization activities, including disposal, cleaning, repair, replacement and/or delivery to NRC of restored equipment.
3. Day rates are based on 8 hours of operation. Equipment will be charged in half-day increments for additional hours over 8, up to a total of 3 days charge during a 24-hour period. Minimum charge for daily rate equipment is daily charge per day. Minimum call out for hourly equipment is four hours per day for local projects and eight hours per day for projects over 50 miles from mobilization site. Customers will be charged for unused requested equipment until released and returned to service per Note 2.
4. Equipment not specified on the Price List will be charged at cost (including rental, insurance, freight, fuel, etc.) plus 20%.
5. In addition to payment of rental charges, Customer agrees to pay NRC, in accordance with rates contained in this Price List, for any cleaning or repairs necessary to return all equipment to the same condition as at the commencement of services (with the exception of normal wear and tear). Customer is also responsible for the payment of all transportation and disposal charges for any waste generated during cleaning. Only NRC or its subcontractors shall perform any cleaning and decontamination operations on all equipment owned, rented or subcontracted by NRC. If NRC determines that equipment cannot be returned to the condition it was in at the commencement of the services, Customer shall pay for all costs at cost plus 20%, including freight and other expenses incurred by NRC to replace this equipment. All boom, whether new or used, that is damaged beyond repair shall be replaced by NRC with new boom at Customer's expense at cost plus 20%, including freight and other expenses. Customer shall pay for all costs of verification sampling, including wipe testing, fluid analysis, filter change outs, etc., per regulations of any equipment that requires such prior to returning to unlimited operations, whether at NRC facilities or rental yards.

## MATERIALS AND SUPPLIES

CATEGORY	ITEM #	DESCRIPTION	UNIT	RATE	
<b>BAGS/SHEETING</b>	M100	Bulk Bag, 1 yard	Each	32	
	M101	Plastic Bag, 36" x 60", 6 mil, 50/roll or box	Roll/Box	102	
	M102	Plastic Bag, 36" x 60" (drum liner)	Each	4	
	M103	Roll Off Bin Liner	Each	36	
	M104	Sheeting, 20' to 32' x 100', 10 mil	Roll	158	
	M105	Sheeting, 20' to 32' x 100', 6 mil	Roll	117	
	M110	Sheeting, 8' to 20' x 100', 4 mil	Roll	70	
	M111	Sheeting, 20' x 100', Flame Retardant, 6 mil	Roll	80	
	M112	Sheeting, 12' x 100', Flame Retardant, 6 mil	Roll	52	
	<b>CLEANERS</b>	M205	Cleaner, Hand, 14 oz. tub n	Each	6
		M200	Cleaner, Hand, 1 gallon	Each	31
		M201	Cleaner, Marine/Industrial (Simple Green or equivalent)	Gallon	26
M202		Disinfectant (bleach, A-33, or equivalent)	Gallon	6	
M204		Decon Solvent (HD Citrus Degreaser, BioSolve, PES-51)	Gallon	82	
M209		Encapsulant Solution	Gallon	46	
M208		Hydrogen Peroxide System Chemical	Gallon	62	
M210		Mastic Remover	Gallon	15	
M207		Mercury Cleaning Solution	Gallon	67	
M206		Mercury Vapor Suppressant	Pound	36	
<b>CONTAINERS</b>	M318	1 Gallon, Poly Pail	Each	11	
	M301	5 Gallon, Bucket w/ Lid	Each	19	
	M313	5 Gallon, Plastic Carboy	Each	21	
	M302	10 Gallon, Open Top, Steel	Each	97	
	M319	15 Gallon, Open Top, Poly	Each	81	
	M303	20 Gallon, Open Top, Steel	Each	75	
	M304	30 Gallon, Open or Close Top, Refurbished	Each	82	
	M320	30 Gallon, Open or Close Top, Steel, New	Each	92	
	M305	55 Gallon, Close Top, Steel, Refurbished	Each	62	
	M314	55 Gallon, Close Top, Steel, New	Each	92	
	M306	55 Gallon, Open Top, Steel, Refurbished	Each	66	
	M315	55 Gallon, Open Top, Steel, New	Each	92	
	M316	55 Gallon, Open or Close Top, Poly, Refurbished	Each	73	
	M307	55 Gallon, Open or Close Top, Poly, New	Each	92	
	M308	85 Gallon, Overpack, Unlined, Black	Each	230	
	M309	85 Gallon, Overpack, Lined, Yellow	Each	260	
	M310	95 Gallon, Overpack, Poly	Each	270	
	M317	275-300 Gallon, Liquid Tote, DOT, Recon	Each	235	
	M311	275-300 Gallon, Liquid Tote, DOT, New	Each	459	
	M321	Fluorescent Tube Disposal Container, 4'	Each	39	
M322	Fluorescent Tube Disposal Container, 8'	Each	70		
M312	Triwall Box, Cubic Yard, DOT Approved	Each	128		
<b>SAFETY</b>	M400	Acid Suit, 1 Piece	Each	92	
	M401	Boot, Steel Toed, PVC/Nitrile	Pair	29	
	M442	Face Shield	Each	11	
	M402	Glove, Work Glove	Pair	4	
	M403	Glove, Inner, Cotton, Latex or Nitrile	Pair	1	
	M404	Glove, Inner, Cotton, Latex or Nitrile	50/Box	31	
	M405	Glove, Silver Shield	Pair	6	
	M406	Glove, Medium Duty, PVC	Pair	5	
	M407	Glove, Heavy Duty, PVC	Pair	9	
	M408	Glove, Heavy Duty, Butyl Rubber	Pair	31	
M409	Hard Hat	Each	29		

CATEGORY	ITEM #	DESCRIPTION	UNIT	RATE
	M410	Overboot, Disposable	Pair	8
	M446	PBI / FR Cotton / Nomex Coveralls (replacement)	Each	350
	M426	Protective Gear Level B	Each	459
	M427	Protective Gear Level B, Change	Each	306
	M428	Protective Gear Level C	Each	87
	M429	Protective Gear Level C, Change	Each	57
	M430	Protective Gear Level D	Each	36
	M431	Protective Gear Level D, Change	Each	21
	M432	Rain Gear, 2 Piece	Set	21
	M445	Rescue Rope, Lifeline or Tagline	10 Ft	13
	M433	Respirator Cartridge, Single, OV, Acid Gas, P100	Pair	29
	M443	Respirator Cartridge, Combo	Pair	40
	M434	Respirator Cartridge, Mercury/Chlorine	Pair	55
	M436	Safety Eyewear	Each	8
	M438	Safety Vest	Each	33
	M444	Thermo Pro	Each	459
	M439	Tyvek Suit, Saran-Coated, Disposable	Each	31
	M440	Tyvek Suit, Uncoated, Disposable	Each	13
	M441	Tyvek Suit, Poly-Coated, Disposable	Each	15
<b>SORBENTS</b>	M500	Absorbent, Chemical Stabilizer, 35 lb	Bag	133
	M501	Absorbent, Absorb X	Bag	19
	M512	Chemical Pads, 15" x 9", 100/Bale	Bale	92
	M502	Floor Dry 25 lb	Bag	12
	M503	Neutralizer (citric acid, soda ash or bicarbonate)	Bag	163
	M519	Neutralizer, Liquid	Gallon	41
	M504	Oil Snare on Rope, 50 ft/Bag	Bag	138
	M505	Oil Snare, 30/Cartron	Cartron	112
	M506	Sorbent Boom 5" x 10', 4/Bale	Bale	102
	M507	Sorbent Boom 8" x 10', 4/Bale	Bale	189
	M508	Sorbent Roll, SXT 638, 38" x 144' x 3/8"	Roll	189
	M509	Sorbent Sheet 17" x 19" x 3/8", 100/Bale	Bale	77
	M510	Sorbent Sweep 17" x 100' x 3/8"	Each	133
	M514	Straw Waddles, 25 ft/Roll	Roll	52
	M511	Vermiculite, 4 cu.ft. /Bag	Bag	31
<b>MISCELLANEOUS</b>	M627	Abatement Supplies (scrapers, mop-heads, etc.)	Each	11
	M621	Air Mover Dry Filter Sock	Each	19
	M600	Banner Tape, 3"	Roll	21
	M619	Catch Basin Filter	Each	55
	M626	Chemtape	Roll	41
	M601	Cotton Rags, 25 lb Box/Bale	Each	52
	M602	Decon Pool, Small Personnel	Each	31
	M617	Flex Hose, Consumable, 4"	Foot	3
	M618	Flex Hose, Consumable, 6"	Foot	4
	M628	Floor Buffer Pads	Each	51
	M604	Duct Tape, 2"	Roll	9
	M622	HEPA Vacuum Consumables, Standard	Each	52
	M625	HEPA vacuum Consumables, Tornado Filter	Each	255
	M623	HEPA Vacuum Consumables, Complete	Each	459
	M631	Lead Paint Field Screening Test Kit - 5 Tests	Each	45
	M629	Masking Tape, 3"	Roll	10
	M606	Mercury Vacuum Consumables Change Out	Each	77
	M620	Negative Air Exhaust Consumables Change Out	Each	173
	M513	Orange Construction Fence, 4'x100'	Roll	66
	M607	Petro Flag Test Kit	Per Test	36
	M632	pH Strips	Package	30

CATEGORY	ITEM #	DESCRIPTION	UNIT	RATE
	M612	Photo Documentation, Disposable or Digital	Each	36
	M613	Poly Rope, 600', up to 1/2"	Roll	92
	M630	Scrubbing Pads	Each	4
	M603	Sampling Tubes and Supplies	Each	20
	M614	Sand Bags, Filled	Each	10
	M633	Silt Fence, 100'	Roll	112
	M616	Sprayer, Hand Held (Hudson), 3 gallon	Each	57
	M801	Water, Drinking, 24/case	Case	15
	M850	Mileage for Car (M850 + Eq Item#) <sup>Note 7</sup>	Mile	0.65
	M851	Mileage for Trucks/Vans (M851+ Eq Item#) <sup>Note 7</sup>	Mile	0.75
	M852	Mileage for Commercial Trucks (M852+Eq Item#) <sup>Note 7</sup>	Mile	0.95
	M860	Equipment Fuel (Gasoline) (M860 + Eq Item#) <sup>Notes 7, 8</sup>	Gallon	4.50
	M870	Equipment Fuel (Diesel) (M870+ Eq Item#) <sup>Notes 7, 8</sup>	Gallon	5.00
	M880	Bridge Toll, Vehicle	Each	8
	M881	Bridge Toll, Vehicle w/ Trailer	Each	28
	M882	Bridge Toll, Semi w/ Trailer	Each	30
	M901	Transportation to TSDf, Triwalls	Each	165
	M902	Transportation to TSDf, Drums	Each	45
	D903	Disposal of Non-Haz Liquid Waste at NRC	Gallon	0.35

**Materials and Supplies Terms:**

1. All materials and supplies utilized, whether listed in daily reports or not, are chargeable in full quantity amounts as indicated by the identified unit, i.e, gallon, roll, each. Any materials or supplies not listed on Price List, including Wildlife Trailer supplies and expendables and third-party invoices for services, charged at cost plus 20%.
2. Quotes for waste disposal are based on meeting approved profiles. Analytical Data Packages beyond the industry standard QA/QC reports shall be charged at Cost +20%. NRC will assist Customer in identifying disposal facility options and provide price quotes. However, this does not constitute a referral and it is the sole responsibility of the Customer to designate the disposal facility. NRC will not take title to any wastes: dangerous, hazardous or non-hazardous.
3. The number of change-outs of Personal Protective Equipment (PPE) are based on conditions occurring in the work area. PPE shall be changed at a frequency that conforms to safety practices to prevent exposure to employees during the work activity. PPE categories:  
Level D: Coveralls/Uniform, Steel Toe Boots, Safety Glasses, Work Gloves, Hard Hat and Safety Vest as applicable;  
Level C: Level D plus, Disposable Tyvek, Full Face or Half Face Respirator (excluding cartridges);  
Level B: Level C plus SBCA or supplied air (includes mask, 100' air supply hose, supplied air, bottle manifold and egress bottle).
4. Petroleum based products prices subject to change at any time based on increased manufacturing costs.
5. NRC reserves the right to substitute products of equal quality and construction without affecting the performance. NRC applies the Brand Name of a product as a reference only, and reserves the right to substitute the product for similar and or equivalent products as it deems necessary.
6. NRC use of facility-directed or Customer-directed decontamination products, including but not limited to degreasing agents, cleaners, strippers, conditioners, cutter stock, etc., shall be done at the facility's or Customer's risk.
7. Fuel increase surcharges will be applied as follows to Mileage and Equipment Fuel rates: \$0.01 per mile added to Car rate (M850) for every \$0.05 over \$3.50 per gallon for gas; \$0.02 added to Truck rate (M851) for every \$0.05 and \$0.03 added to Commercial rate (M852) for every \$0.05 over \$4.00 per gallon for diesel; Equipment Fuel rate increased \$0.0125 per gallon for every \$0.01 per gallon increase over \$3.50 per gallon for gas (M860) and \$4.00 per gallon for diesel (M870). Surcharges calculated using gas and diesel prices at time of service for the applicable city or region of service per U.S. Energy Information Administration statistics available at [www.eia.gov](http://www.eia.gov).
8. Vehicle and Equipment fuel usage (non-driving) charges are applied at the following burn rates: Extra Heavy Equipment (Guzzler, Jetter, etc.) = 6 gals/hr operated; Heavy Equipment (Tractors, Vac Trucks, >50 HP Compressors, Water Blasters, Large Generators, etc.) = 3 gals/hr operated; Light Equipment (Pressure Washers, Compressors <50 HP, Light Towers, Small Generators) = 1 gal/hr operated.

## 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.



**Public Health Department**

Cathy A. Raevsky, Director  
Mark A. Lundberg, M.D., M.P.H., Health Officer

**Environmental Health**

202 Mira Loma Drive  
Oroville, California 95965

T: 530.538.7281  
F: 530.538.5339

[buttecounty.net/publichealth](http://buttecounty.net/publichealth)

October 6, 2015

Mr. Rick Walls  
City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965

RE: **Illegal Used Oil Drum Dump:** End of Parker Ave., City of Oroville Property APN# 035-270-025, Oroville, CA

Dear Mr. Walls:

Butte County Public Health Department, Division of Environmental Health Department (BCDEH) staff responded to a complaint regarding two 55-gallons drums of oil illegally disposed of at the City of Oroville owned property listed above. Approximately 15-20 gallons of the oil was spilled on the soil when the drums were dumped. City of Oroville Fire and Butte County Fire placed each drum in an over-pack drum to prevent public access and potential additional releases. As the property owner, the City of Oroville is responsible for the disposal of the oil and drums and the removal of soil impacted from the spilled oil. Therefore, please complete the following items for case closure:

- Properly dispose of used oil and used oil drums. It is recommended that the oil be tested for halogens and PCB's prior to disposal. After analysis, the used oil collection company can determine if the drums have to be removed with the contents or if the oil can be pumped from the drums and the drums disposed of separately.
- Return the two over pack drums to Butte County Fire/Cal Fire at 176 Nelson Avenue, Oroville.
- Remove, characterize for disposal, and dispose of oil impacted soil to an appropriate disposal facility. Based on the small volume of oil and limited impacts to soil impacted soil, the limited mobility of oil, and the lack of potential impacts to surface or groundwater, the oil impacted soil shall be removed until all oil impacted soil is no longer visible. Confirmation soil samples will not be required. Soil removal shall be performed by trained and Hazardous Waste Operations and Emergency Response (HAZWOPER) certified staff.
- A workplan to perform the work will not be required. However, documentation of oil and drum disposal and documentation of oil impacted soil disposal shall be submitted to this Department.
- Please notify this Department 48 hours prior to soil removal so that staff can be available to witness the clean-up and determine adequate clean-up.



If you have any questions, please contact me at the office between 8:00am and 9:00am, weekdays at (530) 538-5323 or e-mail at [tparker@buttecounty.net](mailto:tparker@buttecounty.net).

Sincerely,

A handwritten signature in black ink, appearing to read "Tom".

Thomas Parker,  
Senior Hazardous Materials Management Specialist  
Division of Environmental Health

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: ADDITIONAL OUTREACH EFFORTS FOR THE U.S. ENVIRONMENTAL  
PROTECTION AGENCY'S COMMUNITY-WIDE BROWNFIELDS  
ASSESSMENT GRANT**

**DATE: FEBRUARY 2, 2016**

**SUMMARY**

The Council may consider authorizing additional outreach efforts for participation in the City's U.S. Environmental Protection Agency's (U.S. EPA) Community-Wide Brownfields Assessment Grant.

**DISCUSSION**

In June of 2014 the U.S. EPA notified the City that it was awarded \$400,000 for the Community-Wide Brownfields Assessment Grant and \$350,000 for the Site-Specific Brownfields Assessment Grant which the Council subsequently accepted. The City has retained consultants for the execution of each grant and work tasks are currently underway.

The community outreach efforts thus far include the following:

- Mailings sent out by City to 228 properties in the Industrial Unit #2 and surrounding properties of interest
- Mailings sent out by consultants to properties of high priority
- Distribution of fact sheets/flyers
- City press release to local media outlets
- Public meeting held at the Southside Oroville Community Center on Wednesday, April 1, 2015
- Newspaper articles in the Mercury Register
- Webpage on the City's website containing information regarding both grants
- Phone and in person outreach by consultants of property owners
- Outreach to local realtors by the consultants

Despite the City's outreach efforts, there has been a lack of willing property owners to participate in the community-wide brownfields assessments. Staff is proposing to conduct additional outreach efforts, through the assistance of Craig Communications, for in person conversations with property owners to explain the benefits of the free assessment work being offered and hopefully engage more participation.

The following activities are recommended to secure the participation of four to five key property owners:

- The City of Oroville has prioritized private sites that would benefit the most from participation in this program.
- Identified property owners will be contacted via telephone to inform them of this program and set up an in-person meeting.
- City staff and their consultant will meet with identified property owners to further explain the benefits of the program and request their participation.
- In addition, information on the program will be provided to the Oroville Association of Realtors along with contact information for City staff.

## **ENVIRONMENTAL REVIEW**

This action is not defined as a "project" under the California Environmental Quality Act (CEQA), Title 14, California Code of Regulations, Section 15378 and does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Any proposed future project resulting from the brownfields assessments will undergo subsequent CEQA project level evaluation as applicable.

## **FISCAL IMPACT**

The additional outreach efforts will be grant funded with no impact to the City's General Fund.

## **RECOMMENDATIONS**

Direct staff to conduct additional outreach efforts for participation in the U.S. EPA Community-Wide Brownfields Assessment Grant, through the assistance of Craig Communications, as identified herein.

## **ATTACHMENTS**

None

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: HIRING OF TEMPORARY EMPLOYEE FOR TRAFFIC EQUIPMENT  
INSTALLATION PROJECT**

**DATE: FEBRUARY 2, 2016**

**SUMMARY**

The Council may consider hiring a temporary employee to assist the City's Electrician/Signal Technician with the installation of new traffic control equipment

**DISCUSSION**

The City received Congestion Mitigation Air Quality (CMAQ) grant funding in 2013 for the purchase and installation of traffic control equipment at four intersections:

- Mitchell Avenue and Washington Street
- Mitchell Avenue and Myers Street
- Mitchell Avenue and Lincoln Street
- Oro Dam Boulevard and Bridge Street/Oro Quincy Highway

The equipment to be installed at each intersection includes traffic controller cabinets (replacements), microwave vehicle detectors (to replace buried traffic loop detectors), pedestrian crossing pushbuttons and lights (ADA upgrades), and new lighted LED street name signs.

The \$225,000 grant includes funding to pay for the equipment installations using City labor. There is no local match required for the grant. The project budget has \$36,000 remaining to purchase computer equipment to support traffic management software and for the labor to install the traffic equipment. Staff estimates that the computer equipment, when purchased will cost no more than \$10,000, leaving \$26,000 to support the traffic equipment installation labor.

The City's Electrician/Signal Technician will take part in and coordinate the installation

of the traffic equipment. A qualified general laborer is necessary to support the equipment installations. Staff desires to hire a temporary employee to assist the City's Electrician/Signal Technician with the installation of the traffic equipment. Staff estimates that approximately 125 labor hours will be required to complete the traffic equipment installations. The full cost of a temporary employee is reimbursable to the City through the grant funding.

### **FISCAL IMPACT**

No impact to the General Fund. The labor paid to the temporary employee will be charged to the CMAQ grant to be fully reimbursed to the City.

### **RECOMMENDATIONS**

Authorize the hiring of a temporary employee to assist the City's Electrician/Signal Technician with the installation of new traffic control equipment.

### **ATTACHMENT**

None.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: MODIFICATIONS TO THE COMMUNITY DEVELOPMENT BLOCK  
GRANT PROGRAM INCOME SUPPLEMENTAL APPLICATIONS**

**DATE: FEBRUARY 2, 2016**

**SUMMARY**

The Council may provide additional direction to staff regarding the prioritization of Community Development Block Grant (CDBG) Program Income Supplemental Applications.

**DISCUSSION**

On November 18, 2014, staff received direction from the Council to submit Supplemental Applications to the 2012 and 2014 CDBG Grant Agreements. At that time, the following ten (10) activities were identified: Chinese Temple Museum Repairs, Code Enforcement, Municipal Auditorium, Economic Development Business Loans, Myers Street Improvements (Rule 20A), Sidewalk Improvements, Hewitt Park Improvements, Boys and Girls Club, Catalyst and YMCA.

Since the 2012 CDBG grant application has expired and the Chinese Temple Museum project has been completed, sub-recipient agreements with the Boys and Girls Club, Catalyst and YMCA have been executed and expenditures have been submitted and Code Enforcement has continued to expend funds for direct labor.

On December 9, 2015, staff met with the Program Income Ad-Hoc Committee to discuss the remaining projects, additional projects brought to staff's attention and available funding. At that time, staff estimated approximately \$2,516,940 of CDBG Program Income remained. Of that, \$1,422,749 would be needed to fulfill obligations to Code Enforcement, Catalyst, Boys and Girls Club and YMCA through the end of the contract through October 31, 2017, leaving \$1,094,191 to complete the list of supplemental projects. Additionally, the Fire Department has requested that the CDBG Program Income funds be used to purchase a new Type 3 Fire Engine in the amount of \$533,000, which includes taxes and equipment.

The Ad-Hoc Committee meeting ended with adding a Supplemental Application to purchase a Type 3 Fire Engine as first priority, the removal of the Municipal Auditorium-removal of architectural barriers Supplemental Application, the removal of the Myers Street Improvements (Rule 20A) Supplemental Application, leaving the ADA Sidewalk Improvements Supplemental Application and making it 2<sup>nd</sup> priority and leaving the

Economic Development Loans, and Hewitt Park Improvements Supplemental Applications if additional Program Income becomes available.

While there is no requirement that the Supplemental Activities be completed, if any CDBG funds are used to fund any activity, the activity must be completed within the grant term of the CDBG. Before any activity can commence, Special Conditions specific to each activity must be cleared with CDBG.

### **FISCAL IMPACT**

There is no General Fund Impact.

### **RECOMMENDATION**

Adopt Resolution No. 8461 -A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE AMENDMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT NO: 14-CDBG-9893 STATE STANDARD AGREEMENT TO INCLUDE THE MODIFICATIONS TO SUPPLEMENTAL ACTIVITIES.

### **ATTACHMENT**

Resolution No. 8461

**CITY OF OROVILLE  
RESOLUTION NO. 8461**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE  
AMENDMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT NO: 14-  
CDBG-9893 STATE STANDARD AGREEMENT TO INCLUDE THE  
MODIFICATIONS TO SUPPLEMENTAL ACTIVITIES.**

**Whereas**, the State of California Department of Housing and Community Development (HCD), Division of Financial Assistance, issued new rules for the management and use of Community Development Block Grant (CDBG) locally held Program Income (PI); and

**Whereas**, the new PI rules include a process for amending open grants with “supplemental activities” to allow jurisdictions to access PI to fund programs and projects; and

**Whereas**, City wishes to modify its 14-CDBG-9893 grant supplemental projects and programs; and

**Whereas**, City held an CDBG Program Income Ad-Hoc Committee meeting on December 9, 2015, to modify the 2014 grant supplemental applications for CDBG program funding and provide direction; and

**Whereas**, City Council has determined that federal citizen participation requirements were met during the development of these applications through the Public Hearing before the City Council on November 18, 2014; and

**NOW, BE IT HEREBY RESOLVED** by the Oroville City Council does hereby approve the modification of Supplemental Activities to the 14-CDBG-9893 grants as follows:

1. Submit a new CDBG Supplemental Application for the purchase of a New Type 3 Fire Engine in the amount of approximately \$533,000;
2. Remove the Myers Street Improvements (Rule 20A) Supplemental Application in the amount of \$300,000, including activity delivery; *and*
3. Remove the Municipal Auditorium-removal of Architectural Barriers of the Municipal Auditorium in the amount of \$1,500,000, including activity delivery; *and*
4. The Oroville City Council hereby authorizes the City Administrator, Acting City Administrator and/or Mayor to execute documents related to the Community Development Block Grant (CDBG) Program.

5. The Oroville City Council hereby authorized the City Administrator, Acting City Administrator and/or designees and/or the Management Analyst III to execute Environmental Certifications and all other documents required by the Department of Housing and Urban Development (HUD) for participation in the CDBG program; the City Council further authorizes the Finance Director and/or the City Administrator, Acting City Administrator and/or designee to execute Funds Requests, Quarterly Performance Reports, Bi-annual Performance Reports and amendments thereto.
  
6. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on February 2, 2016, 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 CITY COUNCIL MEMBERS**

**FROM: TYSON PARDEE, IT MANAGER;  
DONALD RUST, DIRECTOR  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: PURCHASE OF NETWORK UPGRADES FOR CITY HALL**

**DATE: FEBRUARY 02, 2016**

**SUMMARY**

The Council will consider the purchase of a new server, utilizing the Western States Contracting Alliance pricing, from Dell, in the amount of \$7,728.80.

**DISCUSSION**

Two network servers at City Hall are nearing their end of life and to make sure our network runs without any outages a new server will need to be brought in. The technology at City Hall is not hardware specific and is redundant so as long as there is one server in warranty, running beside the 2 servers out of warranty, it protects our network therefore; the City will only have to purchase 1 new server every 5 years rather than purchasing 2 new servers every 5 years.

The price the City has been quoted by Dell is not only WSCA pricing, but is also deeply discounted as it is the end of their fiscal year. The City will be saving more than \$1,000 if the purchase of the equipment is made now.

**FISCAL IMPACT**

Funding will come from the City's Technology Fee Fund:

Tech. Fee Fund     116-8425-7660

**RECOMMENDATION**

Authorize the purchase of a new server, utilizing the Western States Contracting Alliance pricing, from Dell, in the amount of \$7,728.80.

**ATTACHMENTS**

A - Dell Quotation



## QUOTATION

**Quote #:** 723412308  
**Customer #:** 54457014  
**Contract #:** WN03AGW  
**Customer Agreement #:** 7-15-70-34-003  
**Quote Date:** 01/26/2016  
**Customer Name:** CITY OF OROVILLE

**Date:** 1/26/2016

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

### Sales Professional Information

**SALES REP:** ADAM STANDRIDGE **PHONE:** 1800 - 4563355  
**Email Address:** [Adam.Standridge@Dell.com](mailto:Adam.Standridge@Dell.com) **Phone Ext:** 5132118

**GROUP: 1 QUANTITY: 1 SYSTEM PRICE: \$7,519.94 GROUP TOTAL: \$7,519.94**

Description	Quantity
PowerEdge R730 Server (210-ACXU)	1
PowerEdge R730/R730xd Motherboard (591-BBCH)	1
Dell Hardware Limited Warranty Plus On Site Service Extended Year (955-9041)	1
Dell Hardware Limited Warranty Plus On Site Service (976-8706)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year (976-8710)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch,EXT to 2 Year (976-8719)	1
MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year (976-8720)	1
ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year (976-8721)	1
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">http://www.dell.com/support</a> or call 1-800- 945-3355 (989-3439)	1
US Order (332-1286)	1
On-Site Installation Declined (900-9997)	1
PowerEdge R730 Shipping (340-AKKB)	1
R730/xd PCIe Riser 2, Center (330-BBCO)	1
R730 PCIe Riser 3, Left (330-BBCQ)	1
R730/xd PCIe Riser 1, Right (330-BBCR)	1
Broadcom 5719 QP 1Gb Network Interface Card (540-BBCW)	2
Broadcom 5720 QP 1Gb Network Daughter Card (540-BBBW)	1
VFlash, 8GB SD Card for iDRAC Enterprise (385-BBCB)	1
iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise (385-BBHO)	1
Chassis with up to 8, 2.5" Hard Drives (350-BBEN)	1
Bezel (350-BBEJ)	1
Performance BIOS Settings (384-BBBL)	1
RAID 0 for H330/H730/H730P (1-16 HDDs or SSDs) (780-BBJT)	1
PERC H730 Integrated RAID Controller, 1GB Cache (405-AAEG)	1
Intel Xeon E5-2643 v3 3.4GHz,20M Cache,9.60GT/s QPI,Turbo,HT,6C/12T (135W) Max Mem 2133MHz (338-BFFQ)	1
Upgrade to Two Intel Xeon E5-2643 v3 3.4GHz,20M Cache,9.60GT/s QPI,Turbo,HT,6C/12T (135W) (374-BBGX)	1

16GB RDIMM, 2133 MT/s, Dual Rank, x4 Data Width (370-ABUG)	4
2133MT/s RDIMMs (370-ABUF)	1
Performance Optimized (370-AAIP)	1
500GB 7.2K RPM SATA 6Gbps 2.5in Hot-plug Hard Drive,13G (400-AEEL)	4
Electronic System Documentation and OpenManage DVD Kit, PowerEdge R730/xd (631-AAJG)	1
DVD ROM, SATA, INTERNAL (429-AAPU)	1
ReadyRails Sliding Rails With Cable Management Arm (770-BBBR)	1
Dual, Hot-plug, Redundant Power Supply (1+1), 750W (450-ADWS)	1
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America (450-AALV)	2
Internal Dual SD Module (330-BBCL)	1
Redundant SD Cards Enabled (385-BBCF)	1
16GB SD Card For IDSDM (385-BBII)	1
16GB SD Card For IDSDM (385-BBII)	1
No Operating System (619-ABVR)	1
No Media Required (421-5736)	1
DIMM Blanks for System with 2 Processors (370-ABWE)	1
Standard Heatsink for PowerEdge R730/R730xd (374-BBHM)	1
Standard Heatsink for PowerEdge R730/R730xd (374-BBHM)	1
CFI,Information,CSRouting,Eligible,Factory Install (375-3088)	1
CFI,9104CG,Information, ORDRDY,Factory Install (375-0789)	1
Integration, Raid,Without OS (366-4303)	1
CFI Routing SKU (365-0257)	1
CFI Bypass EIDO (364-7502)	1
CFI Titan Code for CFI FIDA orBypass SI (364-1846)	1
CFI,Information,Hard Drive,Install Increasing Order,Factory Install (361-1722)	1
CFI,Information Only, RAID5,3Hard Drive,Factory Install (361-4536)	1
CFI,Information, Hotspare,Hard Drive,Factory Install (361-8968)	1

<b>*Total Purchase Price:</b>	<b>\$7,728.80</b>
<b>Product Subtotal:</b>	\$7,519.94
<b>Tax:</b>	\$208.86
<b>Shipping &amp; Handling:</b>	\$0.00
<b>State Environmental Fee:</b>	\$0.00
<b>Shipping Method:</b>	LTL 5 DAY OR LESS
	(* Amount denoted in \$)

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

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**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: TYSON PARDEE, IT MANAGER;  
DONALD RUST, DIRECTOR  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: PURCHASE OF NETWORK UPGRADES FOR THE PUBLIC SAFETY  
DEPARTMENT**

**DATE: FEBRUARY 2, 2016**

**SUMMARY**

The Council may consider the purchase of a new server, data storage device (SAN), two (2) network switches and VMware licensing to upgrade the devices, utilizing the Western States Contract Alliance pricing, from Dell, in the amount of \$24,448.95.

**DISCUSSION**

The network servers at the Public Safety Department are old and out of warranty and are needing to be upgraded. Approximately 4 years ago, the City Hall network was upgraded with new network equipment that utilized fewer physical servers but allowed the City greater flexibility, growth, and a reduced cost of ownership. Now that the Police Department servers have reached their end of life, it is time to upgrade them with the same technology. The new equipment will not only make the network more efficient, it will reduce the cost of ownership, allow for greater flexibility, and allow for robust data protection. Having the same network SAN at both locations will allow city data to be replicated between sites, Public Safety Department and City Hall. This replication will happen over the new point-to-point wireless network the IT Division installed over the summer so data will be transported fast and secure. Having city data in both locations allows for disaster recovery as well as the flexibility to move virtual servers between locations as the need arises.

The price the City been quoted by Dell is not only WSCA pricing but is also deeply discounted as it is the end of their fiscal year. The City will be saving more than \$8,000 if the purchase of the equipment is made now.

**FISCAL IMPACT**

Funding will come from the City's Technology Fee Fund:

Tech. Fee Fund      116-8425-7660

## **RECOMMENDATION**

Authorize the purchase of a new server, data storage device (SAN), two (2) network switches and VMware licensing to upgrade the devices, utilizing the Western States Contract Alliance pricing, from Dell, in the amount of \$24,448.95.

## **ATTACHMENTS**

- A – iSCSI Quote
- B – SAN Quote
- C – Server Quote
- D – VMware Quote



## QUOTATION

**Quote #:** 723412319  
**Customer #:** 54457014  
**Contract #:** WN03AGW  
**Customer Agreement #:** 7-15-70-34-003  
**Quote Date:** 01/26/2016  
**Customer Name:** CITY OF OROVILLE

**Date:** 1/26/2016

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**SALES REP:** ADAM STANDRIDGE **PHONE:** 1800 - 4563355  
**Email Address:** [Adam.Standridge@Dell.com](mailto:Adam.Standridge@Dell.com) **Phone Ext:** 5132118

**GROUP: 1 QUANTITY: 2 SYSTEM PRICE: \$1,063.04 GROUP TOTAL: \$2,126.08**

Description	Quantity
Dell Networking N3024, L3 ,24x1GbE, 2xCombo, 2x10GbE SFP+ fixed ports, Stacking, IO to PSU airflow, 1x AC PSU (210-ABOD)	2
Dell Hardware Limited Warranty Initial Year (966-3309)	2
Basic Hardware Services: Business Hours (5X10) Next Business Day Parts Delivery Initial Year (966-3313)	2
Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch (966-3319)	2
Declined recommended ProSupport service - Call your Dell Sales Rep if Upgrade Needed (996-8029)	2
US Order (332-1286)	2
On-Site Installation Declined (900-9997)	2
Dell Networking N2000/3000 Series User Guide (343-BBBQ)	2
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 (450-AAFH)	2

### SOFTWARE & ACCESSORIES

**GROUP TOTAL: \$0.00**

Product	Quantity	Unit Price	Total
Dell Education Services - Dell Campus Networking - No Training Selected (975-2188)	2	\$0.00	\$0.00

**\*Total Purchase Price:** **\$2,276.13**  
**Product Subtotal:** \$2,126.08  
**Tax:** \$150.05  
**Shipping & Handling:** \$0.00  
**State Environmental Fee:** \$0.00  
**Shipping Method:** LTL 5 DAY OR LESS

(\* Amount denoted in \$)

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

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

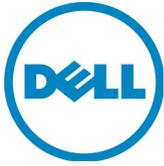
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## QUOTATION

**Quote #:** 723412311  
**Customer #:** 54457014  
**Contract #:** WN03AGW  
**Customer Agreement #:** 7-15-70-34-003  
**Quote Date:** 01/26/2016  
**Customer Name:** CITY OF OROVILLE

**Date:** 1/26/2016

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

### Sales Professional Information

**SALES REP:** ADAM STANDRIDGE **PHONE:** 1800 - 4563355  
**Email Address:** [Adam.Standridge@Dell.com](mailto:Adam.Standridge@Dell.com) **Phone Ext:** 5132118

**GROUP: 1 QUANTITY: 1 SYSTEM PRICE: \$9,004.82 GROUP TOTAL: \$9,004.82**

Description	Quantity
Dell EqualLogic PS4100E, Ships Fast, High Capacity, 2TB 7.2K NL SAS Drives (225-2632)	1
24TB capacity, 7.2K NL SAS, 12x 2TB (342-2676)	1
Dual Controller, HA with failover (331-2530)	1
EqualLogic array may not be returned (468-8817)	1
Synchronous and Point-in-Time Replication (468-7110)	1
Snaps/Clones with integration for MS SQL, Exchange, Hyper V and VMware (468-7155)	1
SAN HQ multi group monitoring software (468-7156)	1
ReadyRails II Static Rails for 4-post Racks (770-BBCL)	1
ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year (929-7674)	1
MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year (932-8387)	1
EqualLogic Advanced Software Warranty and Service, 7x24 Access, 5 Year (936-8208)	1
Dell Hardware Limited Warranty Initial Year (968-2695)	1
Dell Hardware Limited Warranty Extended Year (968-2696)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (968-2729)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extended (968-2734)	1
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">http://www.dell.com/support</a> or call 1-800- 945-3355 (989-3439)	1
Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 6 feet / 2 meter (310-9965)	1
Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 6 feet / 2 meter (310-9965)	1
Power Cord, C13 to C14, PDU Style, 12 Amps, 2 meter, Qty 1 (330-3151)	1
Power Cord, C13 to C14, PDU Style, 12 Amps, 2 meter, Qty 1 (330-3151)	1
Remote Implementation of a Dell Equallogic Array (961-3859)	1
Declined Remote Consulting Service (973-2426)	1

**\*Total Purchase Price:**

**\$9,195.57**

<b>Product Subtotal:</b>	\$9,004.82
<b>Tax:</b>	\$190.75
<b>Shipping &amp; Handling:</b>	\$0.00
<b>State Environmental Fee:</b>	\$0.00
<b>Shipping Method:</b>	LTL 5 DAY OR LESS
	(* Amount denoted in \$)

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## QUOTATION

**Quote #:** 723412308  
**Customer #:** 54457014  
**Contract #:** WN03AGW  
**Customer Agreement #:** 7-15-70-34-003  
**Quote Date:** 01/26/2016  
**Customer Name:** CITY OF OROVILLE

**Date:** 1/26/2016

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### Sales Professional Information

**SALES REP:** ADAM STANDRIDGE **PHONE:** 1800 - 4563355  
**Email Address:** [Adam.Standridge@Dell.com](mailto:Adam.Standridge@Dell.com) **Phone Ext:** 5132118

**GROUP: 1 QUANTITY: 1 SYSTEM PRICE: \$7,519.94 GROUP TOTAL: \$7,519.94**

Description	Quantity
PowerEdge R730 Server (210-ACXU)	1
PowerEdge R730/R730xd Motherboard (591-BBCH)	1
Dell Hardware Limited Warranty Plus On Site Service Extended Year (955-9041)	1
Dell Hardware Limited Warranty Plus On Site Service (976-8706)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year (976-8710)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch,EXT to 2 Year (976-8719)	1
MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year (976-8720)	1
ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year (976-8721)	1
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">http://www.dell.com/support</a> or call 1-800- 945-3355 (989-3439)	1
US Order (332-1286)	1
On-Site Installation Declined (900-9997)	1
PowerEdge R730 Shipping (340-AKKB)	1
R730/xd PCIe Riser 2, Center (330-BBCO)	1
R730 PCIe Riser 3, Left (330-BBCQ)	1
R730/xd PCIe Riser 1, Right (330-BBCR)	1
Broadcom 5719 QP 1Gb Network Interface Card (540-BBCW)	2
Broadcom 5720 QP 1Gb Network Daughter Card (540-BBBW)	1
VFlash, 8GB SD Card for iDRAC Enterprise (385-BBCB)	1
iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise (385-BBHO)	1
Chassis with up to 8, 2.5" Hard Drives (350-BBEN)	1
Bezel (350-BBEJ)	1
Performance BIOS Settings (384-BBBL)	1
RAID 0 for H330/H730/H730P (1-16 HDDs or SSDs) (780-BBJT)	1
PERC H730 Integrated RAID Controller, 1GB Cache (405-AAEG)	1
Intel Xeon E5-2643 v3 3.4GHz,20M Cache,9.60GT/s QPI,Turbo,HT,6C/12T (135W) Max Mem 2133MHz (338-BFFQ)	1
Upgrade to Two Intel Xeon E5-2643 v3 3.4GHz,20M Cache,9.60GT/s QPI,Turbo,HT,6C/12T (135W) (374-BBGX)	1

16GB RDIMM, 2133 MT/s, Dual Rank, x4 Data Width (370-ABUG)	4
2133MT/s RDIMMs (370-ABUF)	1
Performance Optimized (370-AAIP)	1
500GB 7.2K RPM SATA 6Gbps 2.5in Hot-plug Hard Drive,13G (400-AEEL)	4
Electronic System Documentation and OpenManage DVD Kit, PowerEdge R730/xd (631-AAJG)	1
DVD ROM, SATA, INTERNAL (429-AAPU)	1
ReadyRails Sliding Rails With Cable Management Arm (770-BBBR)	1
Dual, Hot-plug, Redundant Power Supply (1+1), 750W (450-ADWS)	1
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America (450-AALV)	2
Internal Dual SD Module (330-BBCL)	1
Redundant SD Cards Enabled (385-BBCF)	1
16GB SD Card For IDSDM (385-BBII)	1
16GB SD Card For IDSDM (385-BBII)	1
No Operating System (619-ABVR)	1
No Media Required (421-5736)	1
DIMM Blanks for System with 2 Processors (370-ABWE)	1
Standard Heatsink for PowerEdge R730/R730xd (374-BBHM)	1
Standard Heatsink for PowerEdge R730/R730xd (374-BBHM)	1
CFI,Information,CSRouting,Eligible,Factory Install (375-3088)	1
CFI,9104CG,Information, ORDRDY,Factory Install (375-0789)	1
Integration, Raid,Without OS (366-4303)	1
CFI Routing SKU (365-0257)	1
CFI Bypass EIDO (364-7502)	1
CFI Titan Code for CFI FIDA orBypass SI (364-1846)	1
CFI,Information,Hard Drive,Install Increasing Order,Factory Install (361-1722)	1
CFI,Information Only, RAID5,3Hard Drive,Factory Install (361-4536)	1
CFI,Information, Hotspare,Hard Drive,Factory Install (361-8968)	1

<b>*Total Purchase Price:</b>	<b>\$7,728.80</b>
<b>Product Subtotal:</b>	\$7,519.94
<b>Tax:</b>	\$208.86
<b>Shipping &amp; Handling:</b>	\$0.00
<b>State Environmental Fee:</b>	\$0.00
<b>Shipping Method:</b>	LTL 5 DAY OR LESS
	(* Amount denoted in \$)

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## QUOTATION

**Quote #:** 723433065  
**Customer #:** 54457014  
**Contract #:** 70137  
**Customer Agreement #:** Dell Std Terms  
**Quote Date:** 01/26/2016  
**Customer Name:** CITY OF OROVILLE

**Date:** 1/26/2016

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**SALES REP:** ADAM STANDRIDGE **PHONE:** 1800 - 4563355  
**Email Address:** [Adam.Standridge@Dell.com](mailto:Adam.Standridge@Dell.com) **Phone Ext:** 5132118

### SOFTWARE & ACCESSORIES

**GROUP TOTAL: \$5,248.45**

Product	Quantity	Unit Price	Total
VLA VMWARE VSPHERE 6 ESSENTIALS PLUS KIT FOR 3 HOSTS MAX 2 PROCESSORS PER HOST (A8262875)	1	\$4,149.74	\$4,149.74
VLA VMWARE PRODUCTION SNS VSPHERE 6 ESSENTIALS PLUS KIT FOR 1 YEARS (A8264586)	1	\$1,098.71	\$1,098.71

<b>*Total Purchase Price:</b>	<b>\$5,248.45</b>
<b>Product Subtotal:</b>	\$5,248.45
<b>Tax:</b>	\$0.00
<b>Shipping &amp; Handling:</b>	\$0.00
<b>State Environmental Fee:</b>	\$0.00
<b>Shipping Method:</b>	LTL 5 DAY OR LESS
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**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: 2016 STATE OF THE CITY ADDRESS VENUE**

**DATE: FEBRUARY 2, 2016**

**SUMMARY**

The Council may consider venue options for the 2016 State of the City Address.

**DISCUSSION**

On December 1, 2015, the Council requested staff to return with venue options for the State of the City Address. In previous years, the State of the City Address has been hosted by the Oroville Economic Development Corporation (OEDCO). In 2015, the State of the City Address was forgone. Staff would like to propose the following venue options for the 2016 State of the City Address:

- Host a catered breakfast at Table Mountain Golf Club
- Host a brunch or lunch at the Feather River Senior Citizens Center, with a meal available for purchase by a local caterer
- Host a luncheon at a local restaurant (to be determined)

**FISCAL IMPACT**

The fiscal impact will vary depending upon the vendor and location selection.

**RECOMMENDATIONS**

Provide direction, as necessary.

**ATTACHMENTS**

None

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January 9, 2016

Erica Valdez  
win182ter@outlook.com  
2982 Elm Street  
Live Oak, CA 95953

Oroville City Hall  
1735 Montgomery St  
Oroville, CA 95965

City of Oroville  
JAN 13 2016  
Administration

Dear To Whom It May Concern,

I am writing this letter in regards to bullying that is taking place in schools. There needs to be more organizations in schools that spread awareness against bullying. This will put an end to senseless acts of hatred, by speaking up for those who can't speak up for themselves. Let's be a part of the solution, by putting an end to those who live in fear of being mistreated.

According to the National Bullying Prevention Center one out of every four students (22%) report being bullied during the school year. Students who are bullied have a higher risk for depression, anxiety, sleep difficulties, and poor school adjustment. (Center for Disease Control, 2012). Some of the victims often end up committing suicide. "There is a strong association between bullying and suicide-related behaviors, but this relationship is often mediated by other factors, including depression and delinquency (Hertz, Donato, and Wright, 2013)."

There needs to be more organizations in schools that spread awareness against bullying. Physical violence is never the answer. It is happening more frequently; school is a place where great memories are made, it shouldn't be a living nightmare. There are students who stop attending school, from the fear of being mistreated. I've seen it happen in front of my own eyes, a boy forced down to the ground, being hit in the face repeatedly, trying to shield his face. Often times, the teachers do nothing.

This is an on going issue that won't end unless something is done. I can't bare to read another news article about how someone took their own life because they were bullied about their sexual orientation or their physical appearance etc. It makes me think that this could have all been prevented if they had someone to talk to. If only they were given a chance to speak up and be heard. They don't have to end their lives to escape the problem, it can be prevented. By creating bullying organizations, we can be the voice of the voiceless.

Feel free to contact me with any questions or concerns.  
Thank You for taking the time to read my letter,

Sincerely,

Erica

**From:** Dunsmoor, Cindi [<mailto:CDunsmoor@buttecounty.net>]

**Sent:** Tuesday, January 26, 2016 2:08 PM

**Subject:** Disaster Council Meeting

Please mark your calendar on **March 23**, 2016 for a Disaster Council Meeting at **2:00** in the **Tahoe Room, 202 Mira Loma Drive, Oroville**. An agenda will be sent out in a few weeks, tentative items on the agenda are the presentation of the Local Hazard Mitigation Plan (LHMP) update, FEMA's new Public Assistance Policy and the modification of Chapter 8 of the County Code to include Public Health as a member of the Disaster Council. If you have any items for discussion, send them to me and I will add them to the agenda. Please forward this to anyone else that might be interested in attending. If you are a voting member and cannot attend, please send a delegate in your place.

In case you are new to the Disaster Council or are wondering why you are receiving this e-mail, below is County Code Chapter 8, sections 8-3 and 8-4:

8-3 The Butte County Disaster Council is hereby created and shall consist of the following:

- (a) Two (2) members of the Butte County Board of Supervisors, one of whom shall be the chair of the board of supervisors who shall serve as the chair of the disaster council , and one of whom shall be the vice chair of the board of supervisors who shall serve as vice-chair of the disaster council.
- (b) The mayor of each city or town in the county, or council member selected by the mayor of each city or town.
- (c) The Butte County Operational Area law enforcement mutual aid coordinator. This position is usually held by, but not limited to, the Butte County Sheriff.
- (d) The Butte County Operational Area fire mutual aid coordinator. This position is usually held by, but not limited to, the Butte County Fire Chief.
- (e) The chief administrative officer of the County of Butte and the city manager or other administrative employee of each city or town, as determined by each city council, who shall serve as an ex-officio member of the disaster council without vote.
- (f) The Butte County Emergency Services Officer, who shall serve as a non voting member of the disaster council.
- (g) The Butte County Superintendent of Schools, who shall serve as an ex officio member of the disaster council without vote.

8-4 Disaster council powers and duties.

It shall be the duty of the Butte County Disaster Council, and it is hereby empowered, to review and recommend for adoption by the board of supervisors emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements. The members of the disaster council shall elect such officers, other than the chair and vice chair, as they deem necessary and they shall prescribe their own rules of procedure. The disaster council shall meet upon call of the chair or, in his or her absence from the county or inability to call such a meeting, upon the call of the vice chair.

Let me know if you have any questions.

Hope to see you on March 23<sup>rd</sup>,

Cindi

Cindi Dunsmoor

Administrative Analyst