

"INTERACTIVE AGENDA" Click on the agenda item in the index to the left for agenda item details.



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

OCTOBER 4, 2016
REGULAR MEETING
CLOSED SESSION 5:00 P.M.
OPEN SESSION 6:00 P.M.
AGENDA

CLOSED SESSION (5:00 P.M.)

ROLL CALL

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

CONVENE TO CLOSED SESSION (ITEMS LISTED ON PAGE NO. 3)

RECONVENE TO OPEN SESSION

OPEN SESSION (6:00 P.M.)

PLEDGE OF ALLEGIANCE

PROCLAMATION / PRESENTATION

Proclamation recognizing *October 2016* as *Domestic Violence Awareness Month*

CONSENT CALENDAR

1. **APPROVAL OF THE MINUTES OF THE A SEPTEMBER 20, 2016 REGULAR MEETING OF THE OROVILLE CITY COUNCIL – minutes attached**

Administration Department

2. **AGREEMENT WITH ACCORD SYSTEMS, LLC. RELATING TO AFORDABLE CARE ACT COMPLIANCE AND REPORTING – staff report**

The Council will consider approving an agreement with Accord Systems, LLC. to provide Affordable Care Act compliance and reporting services. (**Liz Ehrenstrom, Human Resource Manager**)

Council Action Requested: **Adopt Resolution No. 8545 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH ACCORD SYSTEMS, LLC. TO PROVIDE AFFORDABLE CARE ACT COMPLIANCE AND REPORTING SERVICES – (Agreement No. 3192).**

PUBLIC HEARINGS - None

REGULAR BUSINESS

Public Safety Department

3. **FEE WAIVER REQUEST BY THE OROVILLE HMONG NEW YEAR FESTIVAL COMMITTEE** – staff report

The Council may consider a fee waiver request from the Oroville Hmong New Year Festival Committee, in the amount of \$6,415, for Police Services relating to the Oroville Hmong New Year Festival, to be held October 8 - 9, 2016. (**Bill LaGrone, Director of Public Safety**)

Council Action Requested: **Approve the fee waiver request from the Oroville Hmong New Year Festival Committee, in the amount of \$6,415 (65% of the fee), for Police Services relating to the Oroville Hmong New Year Festival, to be held October 8 - 9, 2016.**

4. **WEED ABATEMENT PROGRAM AND PUBLIC PROPERTY CLEANING** – staff report

The Council may consider a request to utilize existing funding within the Public Safety Department's budget to hire an outside vendor to provide weed abatement services and other community cleaning services. (**Bill LaGrone, Director of Public Safety**)

Council Action Requested: **Authorize the Public Safety Department to utilize the services of The Hope Center for weed abatement and community cleaning projects, in an amount not to exceed available funds in the Public Safety Department's budget, in the amount of \$16,160.**

Community Development Department

5. **TREE REMOVALS ON TABLE MOUNTAIN BOULEVARD AND CHEROKEE ROAD** – staff report

The Council may consider directing staff to remove two (2) trees at the Roundabout Project located on Table Mountain Boulevard and Cherokee Road. (**Donald L. Rust, Director of Community Development**)

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

Business Assistance & Housing Development Department

6. **AMENDMENT TO THE BUDGET FOR 2014 COMMUNITY DEVELOPMENT BLOCK GRANT ACTIVITIES AND PURCHASE OF FIRE ENGINE AND EQUIPMENT** - staff report

The Council may consider an amendment to the budget for the 2014-CDBG-9893 Grant Program & activities and may also consider a bid award with HME, Inc. for the purchase of a fire engine and equipment, in the amount of \$515,697.93. (**Amy Bergstrand, Management Analyst III, Donald Rust, Director of Community Development and Bill LaGrone, Director of Public Safety**)

Council Action Requested:

1. **Approve the budget amendment for the 2014-CDBG-9893 Grant Program & activities, as indicated in the fiscal impact of the staff report, dated October 4, 2016.**
2. **Adopt Resolution No. 8546 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AWARDING THE BID TO HME, INC. FOR THE PURCHASE OF A TYPE 3 FIRE ENGINE AND EQUIPMENT, IN THE AMOUNT OF \$515,697.93.**

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

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

CORRESPONDENCE

- Historic Downtown Oroville Business Alliance
- State of California Department of Alcoholic Beverage Control
- Butte County Farm Bureau and University of California Cooperative Extension

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville City Employees Association, Oroville Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association, and Oroville Management and Confidential Association.
2. Pursuant to Government Code section 54956.95, the City Council will meet with Acting City Administrator and City Attorney regarding potential litigation – two cases.

ADJOURNMENT

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, October 18, 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
SEPTEMBER 20, 2016 – 5:00 P.M.**

The agenda for the September 20, 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 on Friday, September 16, 2016, at 11:40 a.m.

The September 20, 2016 regular meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 5:04 p.m.

ROLL CALL

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

Staff Present:

Donald Rust, Director of Community Development	Scott Huber, City Attorney
Bill LaGrone, Director of Public Safety	Jamie Hayes, Assistant City Clerk
Ruth Wright, Director of Finance	Karolyn Fairbanks, Treasurer
Allen Byers, Assistant Police Chief	Joe Hooks, Police Sergeant
Dawn Nevers, Assistant Planner	Gary Layman, Chief Building Official
Rick Farley, EZ & Business Assistance Coordinator	

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Shylee Roselynn Williams.

PROCLAMATION / PRESENTATION

Bill LaGrone, Director of Public Safety, introduced Mark Collum, newly appointed Volunteer in Police Services (VIPS) representative.

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

John Scott – Item No. 7 Alan Jones – Item No. 8
August Lincoln – Item No. 9

CONSENT CALENDAR

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

1. **APPROVAL OF THE MINUTES OF THE AUGUST 30, 2016 SPECIAL MEETING AND THE SEPTEMBER 6, 2016 REGULAR MEETING OF THE OROVILLE CITY COUNCIL –** minutes attached

Finance Department

2. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**
3. **MONTHLY FINANCIAL REPORT AND REPORT OF INVESTMENTS FOR JULY AND AUGUST 2016 –** report attached

The Council received a copy of the Monthly Financial Report and Report of Investments for July and August 2016. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Acknowledge receipt of the July and August 2016 Monthly Financial Report and Report of Investments.**

The motion to approve the Consent Calendar was passed by the following vote:

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

ITEMS REMOVED FROM THE CONSENT CALENDAR

2. **2016/2017 FINANCE DEPARTMENT TRAINING AND SEMINAR PLAN –** staff report

The Council considered approving the 2016/2017 training and seminar plan for the Finance Department staff. **(Ruth Wright, Director of Finance)**

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

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

Approve the 2016/2017 training and seminar plan for the Finance Department staff as indicated in September 20, 2016 staff report.

The motion was passed by the following vote:

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

PUBLIC HEARINGS - None

REGULAR BUSINESS

Finance Department

4. 2016/2017 BUDGET REDUCTIONS – staff report

The Council considered authorizing a budget amendment to reflect the reductions to the Fiscal Year (FY) 2016/2017 Budget identified at the August 30, 2016 special meeting of the Oroville City Council. **(Donald Rust, Director of Community Development, Ruth Wright, Director of Finance and Bill LaGrone, Director of Public Safety)**

A motion was made by Council Member Simpson, seconded by Council Member Hatley, to:

Authorize recommended adjustments to the 2016/2017 City Budget in the amount of \$223,275.

The motion was passed by the following vote:

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

5. GENERAL FUND EXPENDITURE FOR SOFTWARE CUSTOMIZATION – staff report

The Council considered authorizing a General Fund expenditure for Sungard software customization programming services. **(Ruth Wright, Director of Finance)**

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

Authorize the expenditure of \$2,200 to Sungard for the initial software customization programming services.

The motion was passed by the following vote:

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

Community Development Department

6. PROFESSIONAL SERVICES AGREEMENT WITH GHIRARDELLI ASSOCIATES, INC. FOR QUALIFIED PROFESSIONAL CIVIL ENGINEER SERVICES – staff report

The Council considered a Professional Services Agreement (Agreement) with Ghirardelli Associates, Inc., in an amount not to exceed \$60,000, to provide qualified professional civil engineering services for the City's Engineering Division. **(Donald Rust, Director of Community Development)**

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

Adopt Resolution No. 8544 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH GHIRARDELLI ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$60,000, TO PROVIDE QUALIFIED PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE CITY'S ENGINEERING DEPARTMENT – (Agreement No. 3191).

The motion was passed by the following vote:

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

7. 2015/2016 TIRE-DERIVED PRODUCT GRANT APPLICATION – staff report

The Council considered cancelling the awarded Tire-Derived Product Grant (TDP 16-15-0022), awarded by CalRecycle on February 1, 2016, in the amount of \$62,965. **(Donald Rust, Director of Community Development)**

John Scott spoke in opposition to utilizing tire-derived products in the community.

Following discussion, the Council directed staff to request a presentation by a CalRecycle representative and a representative opposed to the use of tire-derived products to consider the pros and cons of using such a product in the community.

8. REDEVELOPMENT PLANS FOR THE "MIKE ISCH PARKING LOT" AKA: "PARKING LOT A" – staff report (*Continued from July 19, 2016*)

The Council received undated information regarding the proposed redevelopment of the "Mike Isch Parking Lot, also known as "Parking Lot A". **(Dawn Nevers, Assistant Planner and Donald Rust, Director of Community Development)**

Alan Jones, President, Oroville Downtown Business Association, spoke in support of "Option D" for the redevelopment of the "Mike Isch Parking Lot".

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

Continue with "Option D" in the redevelopment of the "Mike Isch Parking Lot", to include improved lighting, cameras, restrooms, charging stations and family parking, as funding allows.

The motion was passed by the following vote:

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

9. CITY ENGINEER/PUBLIC WORKS MANAGER POSITION – staff report

The Council considered providing staff with direction relating to a job description for the position of City Engineer/Public Works Manager. (**Donald Rust, Director of Community Development**)

August Lincoln posed questions relating to the funding of the City Engineer/Public Works Manager position, which was answered by staff.

Following discussion, the Council approved the job description for the City Engineer/Public Works Manager position and directed staff to return to Council for further consideration relating to a salary range.

Business Assistance & Housing Development Department

10. AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK GROUP, INC. – staff report

The Council, serving as the Oroville Successor Agency, considered amendments to the Professional Services Agreement with Rosenow Spevacek Group, Inc., for administrative and technical services relating to the implementation of AB1x 26 and AB 1484, in an amount not to exceed \$40,174.50, for services through June 30, 2018. (**Rick Farley, Enterprise Zone and Business Assistance Coordinator**)

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

Adopt Resolution No. 16-05 – A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FORMER OROVILLE REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK GROUP, INC., FOR ADMINISTRATIVE AND TECHNICAL SERVICES RELATING TO THE IMPLEMENTATION OF AB1X 26 AND AB 1484, IN AN AMOUNT NOT TO EXCEED \$40,174.50, FOR SERVICES THROUGH JUNE 30, 2018 – (Agreement No. 12-01-05).

The motion was passed by the following vote:

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

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

Council Member Del Rosario reported her attendance to the 8th Annual Palermo Festival and Parade event.

Council Member Pittman reported his attendance to the Oroville Chamber of Commerce Board meeting.

Mayor Dahlmeier reported on a request to WalMart for the installation of conduit along Feather River Boulevard and surrounding surface streets for the future installation of broadband. Mayor Dahlmeier requested Letters of Support from the community for the installation of broadband within the City limits for residents and business owners.

Mike Phulps spoke in support of the installation of broadband, offering to make a donation towards the installation of conduit in support of the infrastructure needed to install broadband. Mayor Dahlmeier also pledged a donation in support of this effort.

Mayor Dahlmeier announced the 160th Birthday Celebration at the C.F. Lott Home in Sank Park would take place on October 8, 2016, between 12:00 pm – 4:00 pm.

Mayor Dahlmeier also announced the 22nd Annual Oroville Salmon Festival and Oroville Hospital sponsored 3K Salmon Color Dash event on Saturday, September 24, 2016 in Historic Downtown Oroville.

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

Bill LaGrone reported the purchase of a 2003 Ford 350 Super Duty Prisoner Transport Van for the Public Safety Department, in the amount of \$5,500.

Donald Rust, Director of Community Development, reported on the following:

- Confirmation of a public private partnership relating to the installation of conduit along Feather River Boulevard and surrounding surface streets.
- Initial draw made to Jason Abel Construction relating to the Table Mountain Boulevard/Nelson Avenue Roundabout Project
- Request for the Mayor, or alternate Council Member to attend the Butte County Associations of Government meeting on Friday, October 28, 2016, for the presentation regarding Butte Regional Conservation Plan (BRCP), a federal Habitat Conservation Plan and a Natural Community Conservation Plan that provides streamlined state and federal endangered species act and wetlands permitting for transportation projects, land development and other covered activities. It also provides comprehensive species, wetlands and ecosystem conservation and contributes to the recovery of endangered species within Butte County.
- Pacific Gas & Electric Company offer to install led street lights in the newly annexed area of South Oroville, at no cost to the City.

CORRESPONDENCE

- State of California Department of Alcoholic Beverage Control
- Oroville Area Chamber of Commerce

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

August Lincoln asked a series of questions relating to Measure R – Public Safety Solution for Oroville – Sales Tax Measure, which were answered by staff.

Celia Hirshman addressed the Council in regards to the opposition to transitional housing and sober living housing in the downtown area.

Ray Goodner spoke in regards to infrastructure concerns such as street signal lighting and sidewalks along Myers Street.

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville City Employees Association, Oroville Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association, and Oroville Management and Confidential Association.
2. Pursuant to Government Code section 54956.95, the City Council met with Acting City Administrator and City Attorney regarding potential litigation – two cases.

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 7:52 p.m. A regular meeting of the Oroville City Council will be held on Tuesday, October 4, 2016, at 5:00 p.m.

Donald Rust, Acting City Clerk

Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: LIZ EHRENSTROM, HUMAN RESOURCE MANAGER

**RE: AGREEMENT WITH ACCORD SYSTEMS, LLC RELATING TO
AFORDABLE CARE ACT COMPLIANCE AND REPORTING**

DATE: OCTOBER 4, 2016

SUMMARY

The Council will consider approving an agreement with Accord Systems, LLC to provide Affordable Care Act (ACA) compliance and reporting services.

DISCUSSION

Staff is seeking approval of an agreement with Accord Systems, LLC. to provide Affordable Care Act compliance and reporting services. Staff is recommending retaining the ACA compliance and reporting services from Accord to keep the City in compliance with the ACA requirements and the reporting to the IRS and employees. The rules and regulations surrounding compliance and reporting are extremely complex and the IRS will be assessing penalties on any forms that are incorrect and must be returned for correction. The penalties are \$260 per form that is incorrect. For each employee there are two forms that are required. There are many ways to error on the forms and it would be in the best interest of the City, in staff time and money, if the experts relating to the ACA are retained. The initial implementation cost in year one, is \$3,000 and then \$.75 per employee per month. There is a two-year commitment with Accord if Council decides to move forward. The second year cost would be \$.75 per employee per month.

FISCAL IMPACT

Contract not to exceed \$5,000 in the first year. Employee count for the second year will vary based on new hires and terminations, but shall be limited to \$.75 per employee per month.

A cost of \$5,000 would be allocated based on the number of employees in each department as they were summarized in the current adopted budget, and charged to the following budgets:

DEPARTMENT:

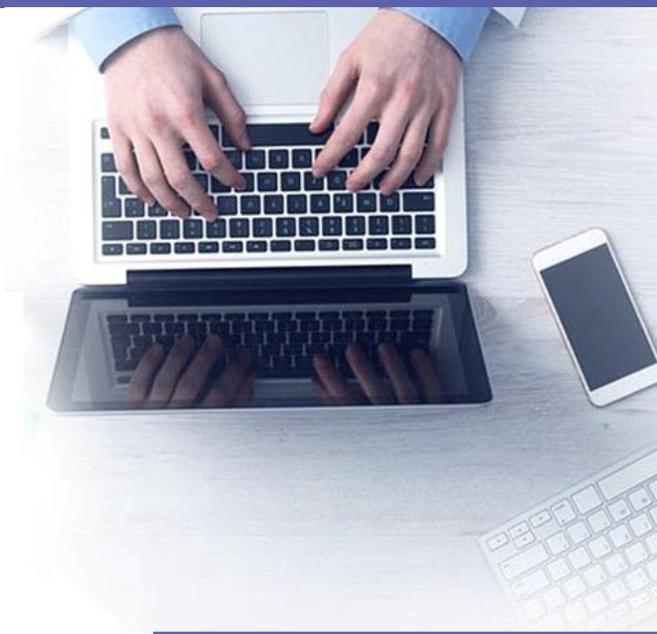
MAYOR	100-6360-1901	1.00	0.84%	42.11
CITY COUNCIL	100-6360-1801	6.00	5.05%	252.67
TREASURER	100-6360-2001	1.00	0.84%	42.11
ASSISTANT CITY CLERK	100-6360-1001	1.00	0.84%	42.11
HUMAN RESOURCES	100-6360-1501	1.00	0.84%	42.11
INFORMATION TECH	100-6360-1601	2.00	1.68%	84.22
PROGRAM SPECIALIST	100-6360-1401	0.80	0.67%	33.69
BUS ASSIST, HOUSING	100-6360-7001	6.08	5.12%	256.04
FINANCE DEPARTMENT	100-6360-2101	5.00	4.21%	210.56
FIRE DEPARTMENT	100-6360-2801	20.91	17.61%	880.57
POLICE DEPT	100-6360-2401	44.09	37.13%	1,856.73
PARKS & TREES DEPT	100-6360-3201	6.99	5.89%	294.37
PLANNING & DEV SVCS	100-6360-2201	6.60	5.56%	277.94
PUBLIC WORKS	100-6360-2901	16.26	13.69%	684.75
TOTALS:		<u>118.73</u>	<u>100.00%</u>	<u>\$ 5,000.00</u>

RECOMMENDATION

Adopt Resolution No. 8545 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH ACCORD SYSTEMS, LLC. TO PROVIDE AFFORDABLE CARE ACT COMPLIANCE AND REPORTING SERVICES – (Agreement No. 3192).

ATTACHMENT (S)

- A – Proposal
- B – Engagement Process Outline
- Resolution No. 8545
- Agreement No. 3192



ACA Proposal For:

City of Oroville

September 8, 2016

Presented By:

Accord – Don Cahalan



ACA Services



don.cahalan@accord-aca.com
515-240-9309

Accord Systems, LLC
12395 Morris Road, Suite 100
Alpharetta, GA 30005



INCREASE YOUR ACA COMPLIANCE CONFIDENCE WITH ACCORD ENTERPRISE

CHOOSE ACCORD FOR QUALITY, SCALABILITY AND ACCURACY

WHEN CUTTING EDGE TECHNOLOGY MEETS DECADES OF INDUSTRY EXPERIENCE...

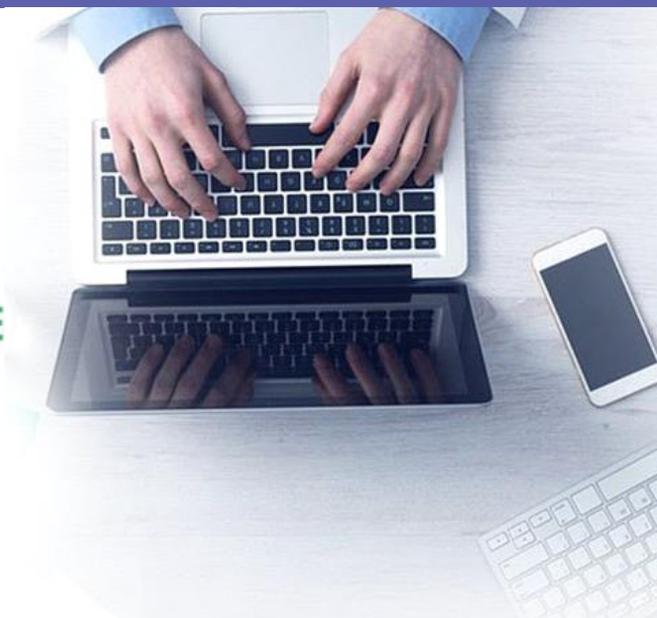
you get a partner that understands the complexities so you don't need to be an ACA expert. Our system tracking, auditing, and reporting provide the framework for the guidance and confidence you need to achieve ACA compliance each year.

HOW DID YOU DO IN 2015? our goal for every customer is to be on time and accurate. Our Enterprise cloud-based solution was developed with rapid deployment and data management in mind. It is clear that employers and benefit providers are not quite ready for the extreme data required to make accuracy possible.

ACCORD DELIVERED! Quality and confidence to customers and partners and we continue to evolve the platform to provide enhanced data aggregation capabilities and streamlined user features. With Accord *Enterprise*, you can navigate, manage, and rely on the most advanced ACA platform in the business.

Join the growing Accord user community - reduce anxiety, confusion, and risk with Accord Enterprise.

ELIGIBILITY TRACKING. TIMELY REPORTING. MAINTAIN COMPLIANCE.



FormPatrol

- ✓ instantly examines code combinations on line 14, 15 and 16 of Part II of form 1095-C
- ✓ in 2015, FormPatrol identified more than 2,000,000 alerts that tied directly to the data received from payroll and benefits providers.
- ✓ FormPatrol prevented incorrect forms from being issued to employees

Try it for free at:

www.accord-aca.com/formpatrol



don.cahalan@accord-aca.com
515-240-9309

Accord Systems, LLC
12395 Morris Road, Suite 100
Alpharetta, GA 30005



PUT ACCORD ENTERPRISE TO WORK FOR YOUR ORGANIZATION



Eligibility and Affordability Tracking

View your dashboard where ongoing eligibility and affordability data associated with multiple measurement, stability, and wait periods are displayed.



Form Generation & IRS Filing

1095-C and 1094-C reporting and fulfillment is straight forward and timely. With our FormPatrol instant audit, you can have confidence that your forms are accurate.



Reporting and Communications

Generate all necessary ACA reporting and filing from our easy to use interface — no software to load and all upgrades come online seamlessly.



Data Management & Integration

Data is the foundation of ACA measurement and reporting. Multiple sources mean you need a partner who understands how data needs to be aggregated from disparate sources.



Auditing and Alerts

Be prepared for IRS inquiries by maintaining diligent internal audit management. With easy access to historical data and your Accord team, audits are quickly performed when needed.



Adaptive Technology

Flexible cloud-based secure platform to minimize expenses and resources for organizations. Access an evolving platform designed to automate and simplify ACA related processes.

"It is apparent that Accord is a subject matter expert when it comes to ACA compliance reporting. In addition, Accord provided us with top notch customer service. They were always available to answer our questions on a timely basis. We look forward to continuing our work with Accord in 2016!"

- Senior Vice President, Decopac, Inc.



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515-240-9309

Accord Systems, LLC
12395 Morris Road, Suite 100
Alpharetta, GA 30005



Pricing

OPTION	CLIENT SIZE	IMPLEMENTATION FEE (FIRST YEAR ONLY)	(PEPM) ALL IN TRACKING, IRS FILING 1094/1095-C, FULFILLMENT PRINT & MAIL
One	100 – 500	\$3,000	\$0.75
Two	100 – 500	N/A	\$1.42

ACA Legal Guidance with Counsel	Optional Cost
1 Unit (1 hour)	\$ 500
2 Units (2 hours)	\$1,000

PROPOSAL NOTES:

(1) Data – For data not provided in the Accord data layout specification, a \$150 per hour data management fee will be applied to the monthly billing. Maximum of three (3) Employer FEIN numbers, with one (1) common Applicable Large Employer ownership for all FEIN's before an additional set up fee is required.

(2) Fulfillment - USPS forwarding services are included; however, any mail that is undeliverable / returned will be forwarded to Employer address for notification and applicable re-processing. Client will need to provide final data information – in good working order – by midnight EST on Tuesday January 10, 2017 to allow adequate time for print and mail services to be completed prior to the end of January 2017.

(3) Client Agreement – Minimum two years.

Billing / Payment for Services:

1. Before work begins – Implementation fee is due.
2. All in Tracking, IRS Filing 1094/1095-C, Fulfillment Print and Mail will be billed when system goes live.
3. OPTIONAL Legal Guidance – Billed during Implementation and payable before system goes live.





Services Included

DESCRIPTION OF SERVICE	FULL SERVICE
Employer ACA Reporting Dashboard	Yes
Form 1095-C Code Calculation	Yes
Form 1095-C Generation	Yes
Form 1094-C Generation	Yes
Forms Package (PDF or Data) for Employer	Yes
Electronic Filing to IRS	Yes
Print and Fulfillment Service	Yes
Employer Forms Access – View/Download	Yes
Data and Form History	Yes
Proprietary FormPatrol	Yes
1095-C Call Center Support	\$0.75 PEPY*
Appropriate IRS Inquiry and Audit Assistance	Yes
ACA Compliance Updates and Blog Access	Yes
Variable Hour Employee Tracking	Yes
Eligibility Reporting	Yes
Affordability Measurement	Yes
Automated Data Processing	Yes
Full Access to Accord System	Yes

* Call Center Support – Optional service for employees to call Accord for inquiries about the annual 1095-C form. Minimum fee if selected is \$2,000.



don.cahalan@accord-aca.com
515-240-9309

Accord Systems, LLC
12395 Morris Road, Suite 100
Alpharetta, GA 30005



Engagement Process Outline

Accord would like to thank you for the opportunity to provide you with our Affordable Care Act Service Proposal. Accord is a proud partner provider of the League of California Cities Health Benefits Marketplace.

The Accord engagement process is outlined below:

- 1 Proposal provided to client
- 2 Client provides approval to move forward
- 3 Accord will send our Client Agreement and a link to the on-line sign-up page
- 4 Client completes the on-line sign-up information
- 5 Accord will set-up an implementation call
- 6 Implementation call (target 30 minutes) will confirm sign-up information and focus on data and timeline to go live
- 7 Invoice for implementation will be provided (as applicable depending upon the payment option selected)
- 8 Client provides signed Client Agreement
- 9 Client and Accord complete implementation and data efforts and client goes live



**CITY OF OROVILLE
RESOLUTION NO. 8545**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH ACCORD SYSTEMS, LLC., FOR AFFORDABLE CARE ACT COMPLIANCE AND REPORTING SERVICES

(Agreement No. 3192)

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

1. The Mayor is hereby authorized and directed to execute an Agreement with Accord Systems, LLC. 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 October 4, 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



CUSTOMER AGREEMENT "AGREEMENT"

This Customer Agreement (the "Agreement") is made between **Accord Systems, LLC**, a Georgia company with its principal place of business 12395 Morris Road, Suite 100, Alpharetta, GA 30005 ("ACCORD") and **City of Oroville, California**. its Subsidiaries and Affiliates (collectively the "Customer" or "Client") with its principal place at 1735 Montgomery Street, Oroville, CA 95965.

ACCORD is the developer and exclusive owner of an Affordable Care Act management information system known as Accord (which, together with its accompanying documentation and other materials, shall be referred to hereafter as the "Software" or "Service").

The Software: (1) aggregates employer data sent from Employer source systems, including payroll, HRIS, time and attendance and benefits administration; (2) will be implemented in compliance with all published Affordable Care Act regulations applicable to the service, as of the date of its implementation, and is designed to remain compliant as subsequent regulation changes are introduced; (3) calculates, reports, and alerts regarding employee medical benefits eligibility; (4) provides employer management reporting, compliance reporting, employee notifications and federal reporting in compliance with all published Affordable Care Act regulations, if this option is chosen.

This Agreement consists of this "Agreement", the "Standard Terms and Conditions", and "Appendix A".

Employer shall pay fees as described in this section:

- a. **Service Set-Up Fees** Set-Up Fees are one-time fees that include timeline management, Software configuration, data file(s) integration and testing, hosting, deployment, and standard training. Access to the Accord Service will commence immediately following payment of the estimated Set-Up Fee.
- b. **Ongoing PEPM Service fees** Employer shall pay flat fee per attached League of California Cities preferred pricing table. Service Fees below are in effect for the contract period and may be increased at the anniversary date with a 90-day notice.

Fees payable to Accord:		
Fee Description	Costs	
(a) Set-Up & Training	\$3,000	
(b) 1) Eligibility and Compliance Tracking, Alerts, Audit and Reporting and Employee And 2) Employer Federal IRS Report 1094/1095-C Generation and 3) 1094 – 1095C Print and Fulfillment to Employee (I) and (II)	Estimated Lives	Per Employee Per Month (PEPM)
	101 - 500	\$0.75
(c) Legal Guidance / Consulting (OPTIONAL)	N/A	1 – hour \$500 or 2 – hours \$1,000

Invoice Policy – (a): ACCORD requires 50% of the Set-Up fee before work can begin. The invoice is attached to the agreement below. The final 50% of the Set-Up fee will be invoiced at the completion of implementation.

Invoice Policy – (b): ACCORD will invoice the PEPM eligibility and tracking fee on a monthly basis beginning when the implementation is complete and system is live.

Invoice Policy – (c): ACCORD will invoice these fees on the first monthly invoice.

Customer is responsible for reimbursing ACCORD for all applicable sales, use or similar taxes imposed by any government entity on the transactions contemplated by this Agreement. Such taxes incurred are billed by ACCORD as part of the monthly invoice.



Fee Calculation: Ongoing Fees (b) above are charged monthly and apply to active employees net of turnover (i.e., if 100 employees are hired during the period, and 100 employees leave during the period, there is no impact to total employee count).

(b) (I) If increase of client headcount moves client into the next pricing tier then Accord reserves the right to adjust billing on a pro-rata basis. Accord will review client headcount on an annual basis to determine appropriate client headcount for review with client and on-going billing.

(b) (II) Full Service includes a) Eligibility and Compliance Tracking, Alerts, Audit and Reporting b) Employee and Employer Federal IRS Report 1094/1095-C Generation and c) 1094 - 1095C Print and Fulfillment. Forms Only includes a) Employee and Employer Federal IRS Report 1094/1095-C Generation and b) 1094 - 1095C Print and Fulfillment.

Covered Services: Services provided under this Agreement after all initial Implementation work has been completed include, 1) database management, 2) periodic (per employer engagement) demographic data file processing, 3) employer dashboard 4) software alerts and metrics 5) the availability of ACCORD standard reports to be used by Customer as needed, 6) ACA guideline monitoring and updates, 7) FormsPatrol technology and 8) access to Forms section to review and approve 1094-C and 1095-C production.

Non-Covered Services: Requested **travel costs** for training and implementation purposes will be billed in addition to implementation fees. **Legal Guidance/Consulting services** are not included in the fees, unless specifically itemized in section C of the pricing table above.

Invoice Terms and Late Fees: Ongoing Fees shall be invoiced to Customer upon the first of the month following the Billing Commencement Date and monthly thereafter. "Billing Commencement Date" shall mean the earlier of (a) completion of Implementation & Set-up or (b) ninety (90) days following the date of this signed agreement if Customer delays completion of Implementation & Set-up. Ongoing fee will be billed as of the 1st day of each month and is based on the number of active EMPLOYEE records in the database on the last day of the prior month. All net charges are due within 30 days of invoice. A late fee of one and one-half percent (1 ½%) per month will accrue on the total outstanding balance and be payable for payments not received by ACCORD by midnight Eastern Standard Time of the 30th day from the invoice date.

12395 Morris Road, Suite 100, Alpharetta, GA 30005

Please Attach Implementation Check To This Agreement!

E-mail address for billing information [_____]

ACCORD:

CUSTOMER:

By: _____

By: _____

Name: _____

Name: [_____]

Title: _____

Title: [_____]

Date: _____

Date: [_____]



CUSTOMER AGREEMENT - STANDARD TERMS AND CONDITIONS

1. Access to Software and Processing Capability.

Access Grant. ACCORD agrees to grant Customer access to the Accord Software. ACCORD agrees to grant Customer access to certain processing capability in connection with the use of the Software. Use of the processing capability is governed by the terms of this Agreement.

Customer Facility Requirements. To access the Accord Software and processing capability, Customer must have equipment to access the Software. Acquiring, installing and operating the Customers internal systems is solely the Customer's responsibility.

Customer Internet Access Requirements. To access the Accord Software and processing capability, Customer must have access to the Internet. Acquiring, installing, maintaining and operating the Internet Access is solely the Customer's responsibility.

2. New Releases and Software Support.

New Releases, Upgrades and New Modules. "New Releases" mean modifications that correct errors in or improve the basic functionality of the Software. "Upgrades" mean the next generation of Software, containing substantial design or configuration advances and which ACCORD has decided to make available to its customers. "Additional Modules" mean supplementary modules that function in conjunction with the Software and that provide additional functionality not delivered in the Software then being used by Customer.

During the term of this Agreement, ACCORD shall make available to Customer all New Releases of the Software at the same time it makes them available to its other customers with the same access level under the terms of this Agreement and at no additional charge to Customer. ACCORD shall make Upgrades and Additional Modules available to Customer at the same time it makes them available to its other customers. If additional cost is required, the terms for Upgrades and Additional Modules shall be as set forth in a separate agreement, or an amendment to this Agreement.

3. Protection and Use of Customer's Information, HIPAA Compliance.

Protection. ACCORD provides the security and integrity features set forth in the Documentation of the Software and as described below. Customer acknowledges that Customer's protection of its access restriction information (passwords, etc.) is an integral part of such security and integrity process.

Protection and Use of Customer's Information. Customer's information is proprietary to Customer and ACCORD will not use for itself nor disclose to any third party any information that is identified to Customer or to employees of Customer without the express written consent of Customer. Customer shall permit ACCORD to use data to aggregate information compiled from other users for the purpose of evaluating industry trends, consumer buying habits and the like to prepare statistical analyses and for other purposes, provided that ACCORD will not reveal information identified to any person or specific customer.

Data Security. ACCORD has implemented and maintains an information security program that incorporates administrative, technical, and physical safeguards designed to ensure the security, confidentiality, and integrity of Personal Information. See Section 14.

HIPAA Compliance. Both parties shall comply with all federal and state laws and regulations governing the privacy and security of health information, including without limitation, the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder, and shall remain in compliance with these laws and regulations as they may be amended from time to time. The parties shall execute whatever additional documents or agreements (e.g. Business Associate Agreement) may be necessary to come into compliance with these laws and regulations.

4. Suspension of Service

If (i) Customer is more than thirty (30) days past due in payment of any fees due under this Agreement and does not make payment within ten (10) days after notice from ACCORD to Customer of any such late payment, (ii) any proceeding in bankruptcy, reorganization, receivership or insolvency is commenced by or against Customer and is not discharged within thirty (30) days, or (iii) Customer breaches any material provision of this Agreement and does not cure such within thirty (30) days after written notice to Customer of such breach, if notice is practicable under the circumstances, ACCORD may suspend the services. To reactivate an account, Customer shall pay any such past due fees before services will be reinstated.

5. Term and Termination

Term. The Initial Term of this agreement shall be one (1) year and shall commence on the date of this signed agreement as specified on the Cover Sheet. Upon the expiration of the Initial Term, this Agreement shall automatically renew for additional terms of one (1) year (each, a "Renewal Term") upon the expiration of the then existing Term, or until either party gives written notice no less than thirty (30) days from the Renewal Term date to terminate this Agreement. The first year of the Initial Term is not terminable.

Termination for Breach. Either party may terminate this Agreement in the event of a material breach by the other party that is not cured within thirty (30) days of the non-breaching party's giving written notice of the breach and its intent to terminate if uncured.

Termination for Bankruptcy or Insolvency. Either party may terminate this Agreement if the other party files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or (ii) the other party makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or (iii) the other party discontinues its business, or (iv) a receiver is appointed for the other party or for its business and such receiver is not discharged within ninety (90) days.

Termination for No Cause. Neither Party may terminate this Agreement for "no cause" ("cause" being defined as either a material breach of the terms and conditions stated herein) during the first three-hundred and sixty-five (365) days of the Term (the "First Term Year"). After the First Term Year, for the next three-hundred and sixty-five (365) days of the Term (the "Second Term Year"), either Party may terminate this Agreement for "no cause" upon one-hundred and eighty (180) days written Notice, delivered to the other Party. After the Second Term Year, and during any subsequent renewal periods under this Agreement, either Party may terminate this Agreement upon ninety (90) days written Notice, delivered to the other Party

Effect of Termination. Termination shall not relieve Customer from paying all fees and expenses accruing prior to termination, and all remaining fees owed through the end of the annual period of the current Term prior to termination of this agreement by the Customer.

Duties Upon Termination. Upon termination, Customer shall have access to Customer's information on the Accord Software for ten (10) business days, solely for the purpose of downloading such information. After such time, Customer shall no longer have access to the Accord Software or any information it contains and ACCORD may remove Customer's information from its Software.

6. Performance of Software and Processing Capability.

The Software is designed to be available 24/7 with the exception of scheduled maintenance windows. Scheduled maintenance windows occur on Sundays between 12:01am EST to 10:00am EST restricting administrative access only.

LIMITED WARRANTY. ACCORD WARRANTS THAT THE SOFTWARE WILL PERFORM SUBSTANTIALLY AS SPECIFIED BY ITS DOCUMENTATION. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED.



Failure of Software Remedy. In the event of a failure of the Software to conform to the above warranty, ACCORD shall promptly repair, or otherwise cause the Software to perform as warranted. This shall be ACCORD's sole liability and Customer's exclusive remedy.

Customer's Responsibilities. Customer is responsible for its information and its accuracy. While ACCORD will promptly address any defects in the Software that affect Customer's information, Customer acknowledges that Customer has the responsibility to maintain the accuracy of its information and to promptly inform ACCORD in the event that it suspects a defect in the Software may be affecting its information. Customer acknowledges its responsibility to check the accuracy of information processed using the Software and to maintain adequate backup and recovery procedures independent of ACCORD.

Warranty Exclusions. Notwithstanding the warranty provisions above, ACCORD shall have no warranty obligations: (i) if Customer has used or is using the Software in a manner that does not conform to the ACCORD's written instructions or the provisions of the Documentation, (ii) if Customer or any third party has modified, or attempted to modify, the Software, (iii) for nonconformities resulting from or introduced by defects in the Customers internal systems, or (iv) if Customer has refused to implement software changes recommended by ACCORD. ACCORD does not assume any responsibility for Customer with regard to a penalty assessed by the Internal Revenue Service (IRS) under Internal Revenue Code (IRC) section 4980H. Any penalty assessed under IRC section 4980H will be the sole responsibility of the Customer and the Customer understands the Accord Software is not the only step Customer needs to take in order to avoid an IRC section 4980H penalty.

7. Indemnification.

ACCORD agrees to indemnify hold harmless Customer from and against any liability to third parties arising from the violation by ACCORD of a third party's intellectual property rights in connection with the license granted hereunder. ACCORD, may, at its sole option, conduct the defense of any such third party claim, and Customer agrees to cooperate fully in such defense. This indemnification does not extend to liability that is solely or partially the fault of Customer, nor does it extend to third party claims arising from modifications to the Accord Software not authorized by ACCORD.

In the event that the claim of a third party results in the serious impairment of Customer's use of the Accord Software, ACCORD will, (i) replace the Accord Software with a functionally equivalent and non-infringing system; (ii) modify the Accord Software to avoid infringement; or (iii) refund to Customer the amount paid while service is unusable by Customer to ACCORD under this Agreement and terminate this Agreement. Customer hereby agrees to indemnify and hold harmless ACCORD from and against any liability to third parties arising as a result of Customer's breach of this Agreement, whether as a result of (i) Customer's having modified the Accord Software in a manner not authorized by ACCORD, or (ii) Customer's failure to take proper precautions with respect to the use of the Accord Software to prohibit such use from being illegal or improper. ACCORD agrees to indemnify and hold harmless Customer from and against any liability to any company, participant, beneficiary, trustee or other party arising from any error, omission or delay by ACCORD in installing, operating or maintaining the Accord Software as further detailed in section 11. ACCORD further agrees to furnish services promptly at no charge to identify and correct any error or omission in ACCORD's performance of any such installation, operation or maintenance of the Accord Software and Customer agrees to notify ACCORD promptly after the discovery of any suspected error or omission in any such installation, operation or maintenance.

8. Fees.

The fees and payment provisions for access to the Software and to ACCORD's processing capability are as set forth on the Cover Sheet.

9. Dispute Resolution.

In the event of a dispute concerning this Agreement, the parties agree that the procedures described below shall be followed in order to resolve the dispute. The parties agree that they will participate in the resolution of a dispute under this Agreement in accordance with the provisions and commercial purposes of this Agreement.

First, the account managers for each party shall endeavor to resolve a dispute within fifteen days of the time one party advises or notifies the other party of the existence of a dispute.

Second, in the event the dispute cannot be resolved by the account managers within such fifteen-day period, the senior leader of each party shall have thirty days thereafter to endeavor to resolve a dispute.

In the event the dispute has not been resolved pursuant to the above procedure, the parties shall then submit the matter in dispute to arbitration, which may arise out of or in connection with the negotiation, execution, validity, interpretation, performance or nonperformance of the Agreement and the transactions contemplated hereunder.

The arbitration shall be initiated and conducted pursuant to the provisions of the Commercial Arbitration Rules of the American Arbitration Association (as now in effect or as hereinafter amended the "Rules") except where those rules conflict with this provision, in which case this provision controls. The arbitration panel shall consist of three arbitrators. The arbitrators shall be selected within ten (10) days of commencement of the arbitration from the AAA's registry of arbitrators pursuant to the AAA process. The arbitration shall be held in state decided on by ACCORD and Customer. At and in rendering the award the arbitrator must apply the substantive law of the state mutually agreed upon (except where that law conflicts with this clause), except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. Within thirty (30) days of initiation of arbitration, the parties shall reach agreement upon and thereafter follow procedures assuring that the arbitration will be concluded and the award rendered within no more than ninety (90) days from selection of the arbitrators. Failing such agreement, the AAA arbitrators will design and the parties will follow procedures that meet such a time schedule. Each party has the right before or, if the arbitrators cannot hear the matter within an acceptable period, during the arbitration to seek and obtain from the appropriate court provisional remedies such as attachment, preliminary injunction, replevin, etc., to avoid irreparable harm, maintain the status quo or preserve the subject matter of the arbitration. The arbitrators shall determine which party is the prevailing party and shall include in the award or relief the reasonable attorney's fees and costs of arbitration of such prevailing party in the arbitration. Any court with jurisdiction shall enforce this clause and enter judgment on any award rendered by the Arbitrators. THE ARBITRATORS SHALL NOT AWARD ANY PARTY PUNITIVE, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES, AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO SEEK SUCH DAMAGES.

10. Client Data.

Customer shall cause its agents and brokers to timely provide, or Customer shall provide, ACCORD with a computer file in a layout specified by ACCORD listing all necessary employee and related data ("Client Data") necessary for administration of the terms of this agreement that ACCORD and Customer mutually agree is reasonably required to properly administer and set-up the services outlined within this agreement. Customer shall use its best efforts to convey Client Data in electronic format. Customer represents and warrants that ACCORD may rely upon Customer's delivery to ACCORD of Client Data as evidence that Customer has all necessary rights, including any rights necessary under any privacy law applicable to Customer's processing activities on behalf of their employees, to transfer the data

to ACCORD in connection with the services outlined within this agreement.

Due to ACCORD's lack of control over the substance and accuracy of the Client Data and any services provided by Customer to its' employees, Customer shall indemnify ACCORD for, and hold it harmless against, any loss, liability, claim or expense (including reasonable attorney's fees and court costs) to the extent: (a) arising out of or relating to the Client Data and (b) arising out of or relating to Customer's services provided to its' employees.

11. Miscellaneous.

Entire Agreement. This Agreement constitutes the entire agreement of the parties on the subject matter and supersedes all prior agreements and understandings. All amendments must be in writing signed by both parties.

No Waiver. No waiver of any breach of the Agreement shall constitute a waiver of a subsequent breach.

Severability. If any provision of this Agreement is held invalid or unenforceable by an agency of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

Assignment. ACCORD shall have the right to assign this Agreement to any third-party and/or successor-in-interest that has the capability to meet the obligations stated herein.

DISCLAIMER. The Customer acknowledges that compliance with the laws of the United States of America and of the State in which the Customer does business is solely the responsibility of the Customer. While ACCORD provides certain tools and services to assist the Customer in its efforts to comply with the applicable laws, ACCORD assumes no liability for the Customer's compliance. Customer releases ACCORD from any and all liability arising from Customer's non-compliance with any federal or state law, regulation or rule.

Maximum Liability.

IN NO EVENT SHALL ACCORD BE LIABLE FOR ANY INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOST PROFITS, LOST GOODWILL, COST OF COVER OR OTHER SPECIAL OR INDIRECT DAMAGES ARISING FROM THE USE OF THE SOFTWARE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND INDEPENDENT OF ANY FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED WARRANTY AND REMEDIES PROVIDED HEREIN. THIS DISCLAIMER SHALL APPLY WHETHER OR NOT ACCORD HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ACCORD'S AGGREGATE LIABILITY FOR DAMAGES IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS DESCRIBED BELOW.

Notwithstanding anything above to the contrary, the maximum aggregate amount of money damages for which ACCORD may be liable to Customer under this Agreement, resulting from any cause whatsoever, shall be limited to the amounts actually paid by Customer to ACCORD under this Agreement. In no event shall ACCORD be liable for incidental or consequential damages in connection with this Agreement. The parties acknowledge that the limitations set forth in this Agreement are integral to the amount of fees levied in connection with this Agreement and that, were ACCORD to assume any further liability other than as set forth herein, such fees would be set substantially higher. Some jurisdictions do not allow limitation or exclusion of liability for incidental or consequential damages, so the above limitation may not apply to you.



APPENDIX A – CONFIDENTIALITY, OWNERSHIP & DATA SECURITY

12. Confidentiality. ACCORD and Employer agree that each party may have access to, or become familiar with confidential information about the other, including customer information and methods and procedures of the business. Each party shall keep this confidential information of the other party in strict confidence and shall not use, copy, reveal, report, publish, disclose, transfer or otherwise make it available, directly or indirectly, without the prior written consent of the other party. Notwithstanding the foregoing, the parties agree that all information provided by Employer to ACCORD hereunder, including through its use of the Software is deemed to be confidential and to include proprietary or trade secret information of Employer concerning Employer's business affairs, methods of operations, or other information, including Employer's employee personal information (including names, addresses), financial data, benefits information, user names and passwords ("Confidential Information"). ACCORD shall maintain such confidentiality. ACCORD hereby agrees to: (a) maintain the confidentiality of all Information using at least the degree of care and security as each uses to maintain the confidentiality of its own Information, and in no event less than a reasonable degree of care, and (b) not use Employer's Confidential Information except in accordance with this Agreement. In the event that ACCORD wishes to disclose Employer's Confidential Information to one of its agents or subcontractors (including service providers), it may do so only if that agent or service provider has a need to know such Confidential Information in order for ACCORD to perform its obligations under this Agreement, and the agent, subcontractor, or service provider agrees in writing to the terms of this Section. Information shall not be considered confidential under this Section that: (i) is publicly known prior to or after disclosure hereunder other than through acts or omissions attributable to the recipient or its employees or representatives; (ii) as demonstrated by prior written records, is already known to the recipient at the time of disclosure hereunder; (iii) is disclosed in good faith to the recipient by a third party having a lawful right to do so; (iv) is the subject of written consent of the party which supplied such information authorizing disclosure; or (v) is required to be disclosed by law; provided that the recipient shall give the disclosing party reasonable notice in writing prior to disclosing such information in order to facilitate seeking a protective order or other appropriate remedy from the proper authority.

13. Ownership.

(a) At all times and for all purposes, ACCORD will be the sole and exclusive owner of the Software. Nothing in this Agreement or any other document Client receive will result in any transfer of any ownership in the Software to Client. Because ACCORD is the exclusive owner of the Software, ACCORD also retains the right to make any changes. Nothing in this Agreement or any other document Client receives will grant Client the right to make any changes to the Software. No modifications, additions or deletions may be made to the Software by Client. In the event Client violates this provision and unlawfully creates any derivative work, Client agrees that title to such derivative work remains with ACCORD. In the event that Client or anyone working for Client creates a derivative work based on the Software, Client must immediately advise ACCORD of this fact and take immediate steps to turn over to ACCORD all documentation, code, and all

copies of the derivative work in any form. Client may not distribute, publicly display, reverse engineer, decompile, disassemble or otherwise try to discover the Source Code for the Product.

14. Data Security.

(a) Data Security Safeguards. ACCORD has implemented and maintains an information security program that takes into account administrative, technical, and physical safeguards designed to ensure the security, confidentiality, and integrity of Personal Information (as defined below) in compliance with applicable laws. For purposes of this Agreement, the term "Personal Information" shall mean information in any media provided by Client to ACCORD or collected or processed by ACCORD on Client's behalf that identifies or could reasonably be used to identify any natural person, including without limitation a person's first and last name, home or other physical address, telephone number, fax number, email address, Social Security number or other third-party issued identifier such as a state identification number, driver's license number or passport number, and financial information, including credit card or bank account information.

(b) Data Security Breach. ACCORD will notify Client promptly and in no event later than 24 hours following ACCORD'S discovery of a Data Security Breach (defined below) and shall (i) undertake an investigation of such Data Security Breach and (ii) reasonably cooperate with Client in connection with such investigation, including by providing Client with a summary of the results of our investigation; (iii) not make any public announcements relating to such Data Security Breach without Client's prior written approval, which shall not be unreasonably withheld; and (iv) take all necessary and appropriate corrective action reasonably possible on our part to prevent a recurrence of such Data Security Breach (the costs of such action shall be paid as set forth in the next subsection). For purposes of this Agreement, the term "Data Security Breach" shall mean any of the following occurring in connection with Personal Information (provided that Client has sent the Personal Information to ACCORD through the secure transfer protocols ACCORD provide to Client) in connection with Client's use of the Software: (a) the loss or misuse of Personal Information; (b) disclosure to, or acquisition, access or use by, any person not authorized to receive Personal Information, other than in circumstances in which the disclosure, acquisition, access or use is made in good faith and within the course and scope of the employment with ACCORD or other professional relationship with ACCORD and does not result in any further unauthorized disclosure, acquisition, access or use of Personal Information.

(c) Remediation of a Data Security Breach. The remediation required above may include without limitation (a) development and delivery of notices to Client of individuals whose Personal Information may have been affected; (b) investigation and resolution of the causes and impacts of the Data Security Breach; and (c) such other measures that ACCORD and Customer may mutually determine and agree in writing are reasonable and commensurate with the nature and level of severity of the Data Security Breach. In the event that the Data Security Breach was a result of action or inaction by ACCORD, or the failure of the Software to comply with the data security measures notes in this Section 14, then ACCORD will be solely responsible for the costs and expenses of all remediation measures ACCORD takes. If, on the other hand, the Data Security Breach was a result of Client actions or inactions, then ACCORD will invoice Client for our assistance in our remediation efforts.



Customer: City of Oroville, California

Service Confirmation

Service	Confirmed	Cost Factor
1094-C/1095-C Forms Generation		Included
1094-C/1095-C IRS Electronic Filing		Included
1094-C/1095-C Forms Print & Mail		Included
Data Conversion (see below)		\$150 per hour
Ongoing ACA Measurement Tracking		Included
Eligibility Tracking		Included
Dependent Aging Reporting		Included with Full Service
Legal Guidance/Consulting		1-hour \$500 or 2-hours \$1,000

Non-conforming Data Fees: ACCORD requires that data be sent in the prescribed format and layout defined in the Data File Specifications document. ACCORD will work with Customer to determine all necessary Implementation & Set-up, and Ongoing administration requirements for updating, maintaining and administering the Customers data for the purpose of satisfying the intent of this signed Agreement. An hourly rate will be charged to Customer as part of their monthly invoice for actual hours ACCORD incurs as a result of data or file changes that are a result of the Customer not being able to meet the ACCORD data file specification. The hourly rate of \$150.00 will apply at the time the Agreement is signed, and will be subject to adjustments as deemed necessary. No hourly fees shall be charged pursuant to this Service Confirmation Schedule without notice to the Customer in writing and written authorization by the Customer to conduct the service and incur the hourly charge.

ACCORD:

CUSTOMER:

By: _____

By: _____

Name: _____

Name: [_____]

Title: _____

Title: [_____]

Date: _____

Date: [_____]



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**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: BILL LAGRONE, DIRECTOR OF PUBLIC SAFETY

**RE: FEE WAIVER REQUEST BY THE OROVILLE HMONG NEW
YEAR FESTIVAL COMMITTEE**

DATE: OCTOBER 4, 2016

SUMMARY

The Council may consider a fee waiver request from the Oroville Hmong New Year Festival Committee, in the amount of \$6,415, for Police Services relating to the Oroville Hmong New Year Festival, to be held October 8 - 9, 2016.

DISCUSSION

On October 8th and 9th of this year, the Oroville Hmong New Year Festival for 2016 will be held at the Nelson Avenue Sports Complex. This event will run from 8:00 AM to 5:00 PM each day. An average daily attendance of 5,000 people is expected. This event has occurred for the past eighteen years with few major incidents that required Law Enforcement intervention. The Hmong community has always been supportive and responsive to the needs of Law Enforcement in order to make this event safe and successful.

In 2015, the Hmong community paid \$3,454 for Police Services for the New Year celebration. This fee was based upon the Police Department supplying nine officers over the two-day celebration for a total of 139 hours. The hourly rate was \$71 per hour. The Police Department cost for providing this service in 2015 was \$9,869. The Council authorized a discount of 65%, which resulted in the lower rate being collected.

The reason for the waiver is that this event is organized by non-profit organizations that depend upon the proceeds from this event to fund their organizations over the course of the year.

This is a worthy event that is well attended by both local community members and out of town visitors. It is the recommendation of the Police Department that the fees for this event be reduced to help support the Hmong Community and to show our support of this event. (*See Chart below for details of fees.*)

PROPOSED FEE FOR 2016

Hours	Rate	Total	Discount	Total Proposed Fee
139	\$71	\$9,869	65% = -\$6,415	\$3,454

This is a City sponsored event which has the potential to have a positive impact on business activity, recreation, and community activity and destination point improvement.

FISCAL IMPACT

Partial wavier of Police Services fees will result in a negative impact of \$6,415 on the overtime budget of the Oroville Police Department.

RECOMMENDATIONS

Approve the fee waiver request from the Oroville Hmong New Year Festival Committee, in the amount of \$6,415 (65% of the fee), for Police Services relating to the Oroville Hmong New Year Festival, to be held October 8 - 9, 2016.

ATTACHMENTS

A – Letter of Request



Kay Cha, President
Lao Veterans of America, Inc.
P.O.Box 5521
Oroville, CA 95965
(530) 321-2551



Ya Pao Xiong, President
Hmong United Community of Oroville, Inc.
P.O. Box 1409
Oroville, CA 95965
(530) 370-7311

Oroville Hmong New Year Festival 2016

P.O Box 5163 Oroville, California 95966

Teng Vang – Chair/Event Coordinator Tel: (530)282-6086, email: Orovillehmongnewyear@gmail.com

August 4th, 2016

City of Oroville

Attn: Mayor Linda Dahlmeier and City of Oroville City Council members
1735 Montgomery Street
Oroville, CA 95965

Re: Oroville Hmong New Year Festival October 8th and 9th, 2016

Dear Honorable Mayor and City Councils:

On behalf of the Oroville community and the Hmong New Year Festival Committee, we are writing this letter to request your support of our annual cultural event and ask the city for a fee waiver for the Oroville Police Department in providing the security and services to the Oroville Hmong New Year Festival scheduled for October 8th and 9th, 2016 at the Nelson Sports Complex in Thermalito. The Oroville Hmong New Year Festival is an annual events held in the city of Oroville for many years and drawing thousands of people from the surrounding cities as well as from out of state. It's a community event and is not for profit. The committee and individuals involved in this event are volunteers; no one gets paid for their time and services.

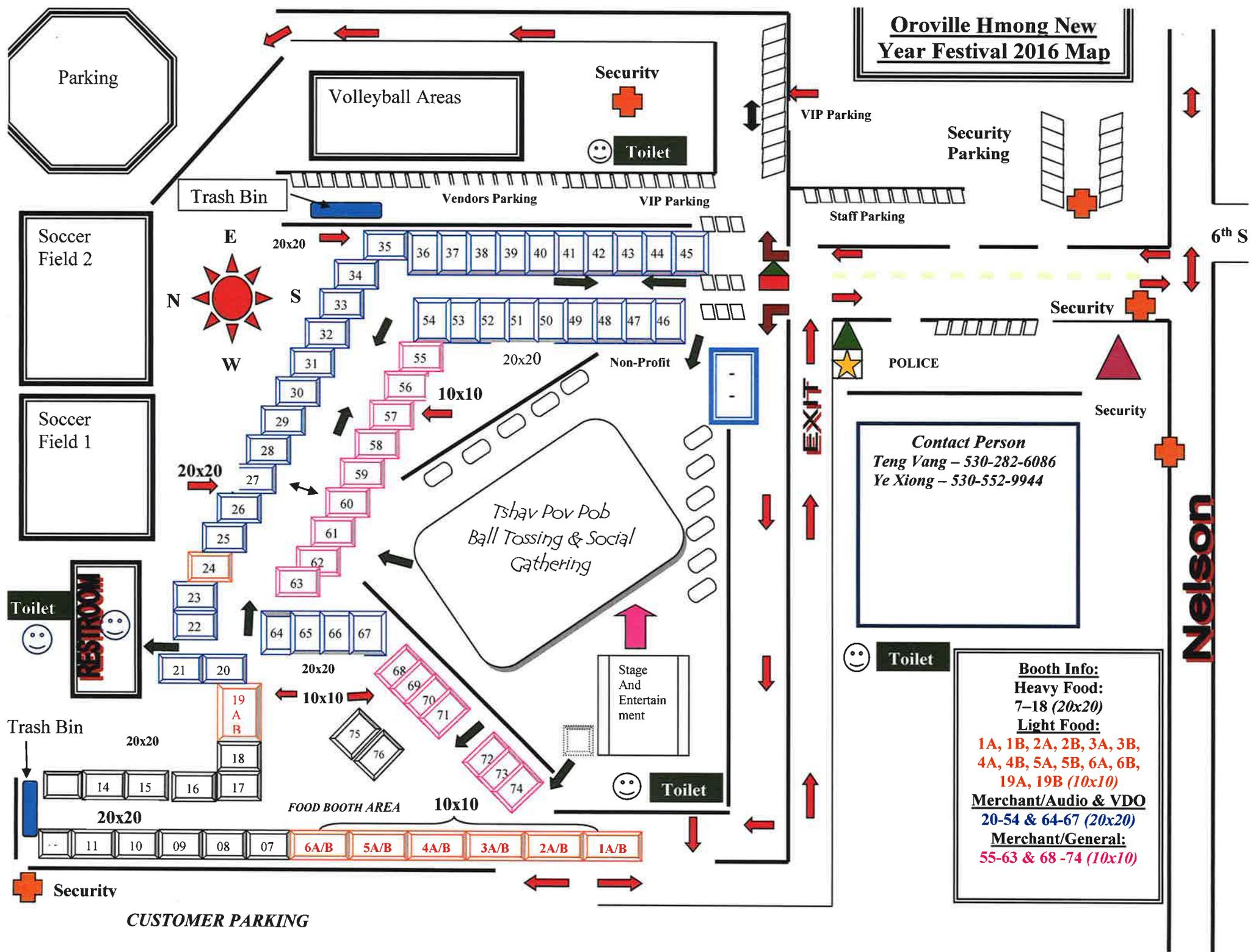
Despite the long standing history of this event, we have no budget set aside to manage it. Every year the community struggles to make ends meet by leasing booths and collecting minimal admission fee to pay off the expenses required for this event. As always, we will need the city help to make it possible and a successful event again. Safety and security for our participants is our number one goal and we cannot do this alone without your help. Therefore, once again, we would like to ask for your leadership and waive the Oroville Police Department's fee for providing the security and services to the Oroville Hmong New Year Festival. We sincerely hope that the City of Oroville and its Hmong citizens can work together to make this event a success.

Should you need to reach us directly, please feel free to contact me at (530)282-6086 or our Spokesperson Ted Vang at (916) 213-6958, email: tedvang@gmail.com. Thank you for your time and consideration on this matter. We look forward to hearing back from you.

Sincerely yours,

Teng Vang,
Chair/Event Coordinator

Oroville Hmong New Year Festival 2016 Map



Contact Person
 Teng Vang – 530-282-6086
 Ye Xiong – 530-552-9944

Booth Info:
Heavy Food:
 7-18 (20x20)
Light Food:
 1A, 1B, 2A, 2B, 3A, 3B,
 4A, 4B, 5A, 5B, 6A, 6B,
 19A, 19B (10x10)
Merchant/Audio & VDO
 20-54 & 64-67 (20x20)
Merchant/General:
 55-63 & 68-74 (10x10)

CUSTOMER PARKING

Nelson

6th S

Parking

Volleyball Areas

Security

Toilet

Trash Bin

Vendors Parking

VIP Parking

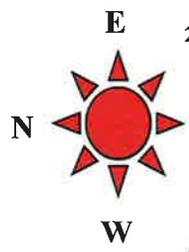
VIP Parking

Security Parking

Staff Parking

Soccer Field 2

Soccer Field 1



20x20

35 36 37 38 39 40 41 42 43 44 45

34

54 53 52 51 50 49 48 47 46

33

20x20 Non-Profit

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Stage And Entertainment

Toilet

Toilet

EXIT

POLICE

Security

Security

Security

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL LAGRONE, DIRECTOR OF PUBLIC SAFETY

**RE: WEED ABATEMENT PROGRAM AND PUBLIC PROPERTY
CLEANING**

DATE: OCTOBER 4, 2016

SUMMARY

The Council may consider a request to utilize existing funding within the Public Safety Department's budget to hire an outside vendor to provide weed abatement services and other community cleaning services.

DISCUSSION

Every year in the spring, the Oroville Fire Department Inspector spends many hours identifying potential vegetation fire risks throughout the City. Once the properties are identified, the owner of the property is sent a courtesy letter asking the owner to abate the potential problem. Most owners have either already abated the problem or comply with the request. However, some properties do not get cleaned, some of the properties are privately owned, some are publicly owned. Once all attempts to gain voluntary compliance have failed, another process is begun to clean the property of the potential fire risk. The process ultimately culminates with the Fire Department eliminating the risk. The Fire Department, in the past, has utilized several resources for this purpose. Those resources include the use of the City Parks Department and the Sheriffs Work Alternative Program. Both of these options have worked, but only marginally. The City Parks Department does not have adequate staffing to handle this extra duty. The SWAP requires the Fire Department to have an employee on overtime to facilitate their services.

The Public Safety Department has reached out to the Hope Center and inquired if they were interested in providing these services on an as needed basis. The Hope Center is a local resource homeless individuals currently use. The Hope Center would use this opportunity to provide job skill training to their customer base, additionally the use of the Hope Center will allow the participants in the program to have meaningful involvement and ownership in problem areas that may lead to less issues in these areas.

The program would be monitored by the Fire Inspector to ensure the work is being accomplished in a timely manner. A report will be prepared on a quarterly basis to update the Council on the progress of each project and accomplishments that have been achieved.

Staff believes this is a worthy project and best maximizes the minimal funding that is available for these types of activities. Currently the Public Safety Department has \$16,160 available in the temporary hire line.

FISCAL IMPACT

There will be no additional cost to the General Fund. The monies for this project already exist in the Fire Department's budget.

Temporary Wage	100-5120-2801	\$16,160
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RECOMMENDATIONS

Authorize the Public Safety Department to utilize the services of the Hope Center for weed abatement and community cleaning projects, in an amount not to exceed available funds in the Public Safety Department's budget, in the amount of \$16,160.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**RE: TREE REMOVALS ON TABLE MOUNTAIN BOULEVARD AND
CHEROKEE ROAD**

DATE: OCTOBER 4, 2016

SUMMARY

The Council may consider directing staff to remove two (2) trees at the Roundabout Project located on Table Mountain Boulevard and Cherokee Road.

DISCUSSION

There are two (2) trees within the scope of work at the Roundabout Project that are in the way of the new sidewalks that are to be placed. Staff does not believe the trees can be saved as there will be too much damage due to root pruning and construction activities in the process of trying to save the trees. One is a Sycamore tree along Table Mountain Boulevard (**Attachment A**) and the other is a Liquidambar along Cherokee Road (**Attachment B**).

FISCAL IMPACT

Approximately six (6) crew hours to remove the trees for a total cost of approximately \$900.00.

Parks & Trees Budget, General Fund 100-5110-3201

RECOMMENDATIONS

Provide direction, as necessary.

ATTACHMENTS

- A – Photo of Sycamore along Table Mountain Blvd
- B – Photo of Liquidambar along Cherokee Rd



NO
PARKING
ANY
TIME

SPEED
LIMIT
45



**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, MANAGEMENT ANALYST III
DONALD RUST, DIRECTOR COMMUNITY DEVELOPMENT
BILL LAGRONE, DIRECTOR PUBLIC SAFETY**

**RE: AMENDMENT TO THE BUDGET FOR 2014 COMMUNITY
DEVELOPMENT BLOCK GRANT ACTIVITIES AND PURCHASE OF
FIRE ENGINE AND EQUIPMENT**

DATE: OCTOBER 4, 2016

SUMMARY

The Council may consider an amendment to the budget for the 2014-CDBG-9893 Grant Program & activities and may also consider a bid award with HME, Inc. for the purchase of a fire engine and equipment, in the amount of \$515,697.93.

DISCUSSION

On April 1, 2014, the Council authorized staff to submit an application to the State Department of Housing and Community Development (HCD) for 2014 Community Development Block Grant (CDBG) program funds. Subsequently, the City of Oroville was awarded funds Council accepted Agreement No. 14-CDBG-9893 on September 15, 2015. On February 2, 2016, the Council approved additional modifications to the 14-CDBG-9893 Grant Agreement at the recommendation of the CDBG Program Income Ad Hoc Committee to submit an additional Supplemental Application to purchase a Type 3 fire engine. This Supplemental Application was approved and staff received an amended contract on July 21, 2016.

Staff is requesting the City amend the budget to the 2014-CDBG-9893 grant to include the purchase of the fire engine as well as award the bid for the fire engine and related equipment utilizing an existing bid from another government agency, the California Office of Emergency Services (Cal OES), which contains the cooperative purchase provisions of their Bid No. 1-13-23-21A and will be one (1) Rapid Attack Truck (RAT) Fire Engine, Type I/III, per HME Ahrens-Fox 2016 California Cooperative Purchase Program and specifications dated September 22, 2016, in the amount of \$479,719 plus 7.5% tax of \$35,978.93, for a total amount of \$515,697.93.

In order to move ahead with the purchase of the fire engine and equipment, staff is also requesting that the budget for the 2014 CDBG funding be adjusted at the same time.

FISCAL IMPACT

There is no impact to the General Fund.

Staff is currently requesting a budget adjustment to amend the budget for 2014 CDBG Program and activities. Additionally, staff is requesting authorization to purchase a Type 3 Fire Engine and related equipment which will be funded by CDBG Program Income through the 2014-CDBG-9893 grant as a supplemental activity.

14-CDBG-9893 budget adjustment:

Resources:

229 4570 7071 CDBG Federal Grants	\$ 515,697.93
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Fire Truck Activity

229 8030 7071 Vehicle Purchase	\$ 515,697.93
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RECOMMENDATIONS

1. Approve the budget amendment for the 2014-CDBG-9893 Grant Program & activities, as indicated in the fiscal impact of this staff report, dated October 4, 2016.
2. Adopt Resolution No. 8546 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AWARDED THE BID TO HME, INC. FOR THE PURCHASE OF A TYPE 3 FIRE ENGINE AND EQUIPMENT, IN THE AMOUNT OF \$515,697.93.

ATTACHMENTS

Resolution No. 8546

**CITY OF OROVILLE
RESOLUTION NO. 8546**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AWARDING THE BID TO HME, INC. FOR THE PURCHASE OF A TYPE 3 FIRE ENGINE AND EQUIPMENT, IN THE AMOUNT OF \$515,697.93

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

1. The bid for the purchase one Rapid Attack Truck (RAT) Fire Engine, in an amount not to exceed \$515,697.93, is hereby authorized to be awarded by the Oroville City Council to HME, Inc., according to specifications presented to the Oroville Fire Department and included in the 2014 Community Development Block Grant Supplemental Application.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on October 4, 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

**HISTORIC DOWNTOWN OROVILLE
BUSINESS ALLIANCE**

TO: Honorable Oroville City Council
CC: Don Rust, Acting City Administrator
RE: Parking Lot A; Historic Downtown Planning
DATE: September 21, 2016

This communication is regarding the Parking Lot A issue that emerged in late June of this year, regarding which Council gave us a chance to form a Downtown Alliance. We say “a chance” because what had emerged as a **problem** for both the City and the Historic Downtown businesses and property owners became an **opportunity** to create a process to improve communication between the City staff, the City Council, and all those who are financially and passionately invested in the health and future of Historic Downtown Oroville.

We asked the Council to give direction to staff that they were to work with the Alliance on this planning issue with the overall intent of not losing parking in the area. It was requested that the four people listed as contacts (Lori Pierce, Alan Jones, Sandy Linville and Bud Tracy) be communicated with directly by Don Rust and Dawn Nevers to discuss the planning. We four were then tasked with getting the word out, including notices for meetings. Council agreed.

This letter is to thank the Council for giving that direction, and to specifically thank Dawn Nevers for immediately beginning direct communication with us to work on options. Don Rust and Dawn Nevers were very professional in their communication and in working with us to come up with an option that was acceptable to all, and last night the Council was given a presentation by Dawn that truly reflected the wishes of all parties. We were listened to, and included in the planning process. A new bond – long needed in the downtown – was forged that included ALL of the invested parties, and which we all intend to keep in place.

As work moves forward on a more detailed version of our now shared vision of Lot A, we intend to continue to gather and offer input regarding specific improvements including the parking lot being repaved, spaces repainted, shrubs removed on the Montgomery Street side, improved landscaping, additional power in the lot for vendors, and if possible and within budget, add much needed bathrooms, trash enclosures and a charging station.

We know there are other visions and plans being discussed for Historic Downtown Oroville, and we all need to re-address lots of plans discussed over recent years in view of new developments and a new high level of private market investment in the downtown’s future. We humbly request that notices and communication continue to be directed to Alliance contacts Lori Pierce for the

Riverfront District, Alan Jones for the ODBA, Bud Tracy for the Downtown Property Owners, and Sandy Linville for the Oroville Area Chamber of Commerce at the following addresses:

Downtown Oroville Riverfront District: Lori Pierce at 530-510-0098 or riverfrontdistrict@gmail.com

Oroville Downtown Business Association: Alan Jones at 530-533-8345 or gsab@cncnet.com

Oroville Downtown Property Owners: Bud Tracy at 530-519-1909 or budtracy@gmail.com

Oroville Area Chamber of Commerce: Sandy Linville at 538-2542 or slinville@orvillechamber.com

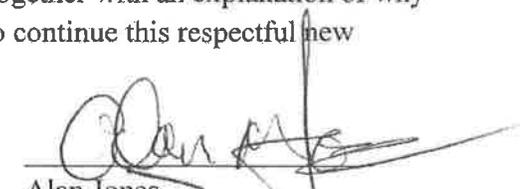
We commit to be sure that notifications get to everyone, together with an explanation of why their input is crucial, and to continue working with staff to continue this respectful new relationship. Thank you all for your support.

Oroville Downtown Business Association

Downtown Oroville Riverfront District

Oroville Downtown Property Owners

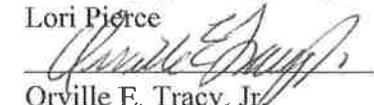
Oroville Area Chamber of Commerce
and
Oroville Economic Alliance



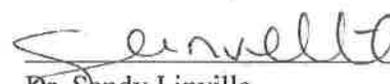
Alan Jones



Lori Pierce



Orville E. Tracy, Jr.



Dr. Sandy Linville

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 1900 CHURN CREEK RD
 STE 215
 REDDING, CA 96002
 (530) 224-4830

File Number: **573799**
 Receipt Number: **2385227**
 Geographical Code: **0404**
 Copies Mailed Date: **September 20, 2016**
 Issued Date:

DISTRICT SERVING LOCATION: **REDDING**

First Owner: **WAL MART STORES INC**
 Name of Business: **WAL MART STORE #1575**
 Location of Business: **465 CAL OAK RD**
OROVILLE, CA 95965

County: **BUTTE**

Is Premise inside city limits? **Yes** Census Tract **0030.02**

Mailing Address: **702 SW 8TH ST**
 (If different from **DEPT 8916 ATTN: TIM FARRAR**
 premises address) **BENTONVILLE, AR 72716-0500**

Type of license(s): **21, 86**

Transferor's license/name: **516142 / WAL MART STORES INC** Dropping Partner: Yes No

<u>License Type</u>	<u>Transaction Type</u>	<u>Fee Type</u>	<u>Master</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
21 - Off-Sale General	PREMISE TO PREMISE TRANSFER	NA	Y	0	09/20/16	\$100.00
86 - Instructional Tasting Li	ANNUAL FEE	NA	Y	0	09/20/16	\$261.00
86 - Instructional Tasting Li	ORIGINAL FEES	NA	Y	0	09/20/16	\$300.00
Total						\$661.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of BUTTE

Date: September 20, 2016

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

WAL MART STORES INC

See 211 Signature Page

“Celebrating 36 Years of Sowing Seeds of Understanding”

www.farmcity.com



September 20, 2016

Dear Friends,

The **2016 Agri-Business Bus Tour**, one of Farm City Celebration’s most popular events, is scheduled for **Wednesday, November 9th**, starting from the California State University Chico Farm located at 311 Nicholas C. Schouten Lane, off of Hegan Lane in Chico. Tour Buses will depart from the CSUC Farm starting at 7:30 a.m. and will return at approximately 12:00 noon for a BBQ lunch.

Participants this year will learn about and experience some unique aspects of agriculture as we tour sites in the **Orland area**. The tour will visit the Glenn Colusa Irrigation District to learn more about their water diversion and drought impacts, the Goedhart Dairy operation, Riverwest Processing, Inc. (an almond processor), American Almond Orchards, Inc. & Lake Ranch Pistachio (a pistachio production operation), and the Sunsweet prune dryer in Orland.

The cost of the tour is \$40.00 per person including a great luncheon at the CSUC Farm at the conclusion of the tour. Tickets for the 2016 Agri-Business Bus Tour are available now! You can purchase tickets one of two ways:

1. *Mail the enclosed reservation form with your payment to Farm City Celebration, c/o Butte County Farm Bureau, 2580 Feather River Blvd. Oroville, CA 95965.*
2. *Call or visit the Butte County Farm Bureau office hours Monday through Friday, 9 a.m. to 5 p.m., at 2580 Feather River Blvd., Oroville or (530)533-1473.*

Please make checks payable to the **Butte Ag Foundation**. Cash or Credit Cards will be accepted for ticket purchases as well. Reservations without payment will not be accepted.

The Butte County Farm Bureau and the University of California Cooperative Extension have worked together to organize this year's event. The Farm City Celebration Committee, Butte County Farm Bureau, and University of California Cooperative Extension look forward to seeing you on our tour!

Sincerely,

Ed McLaughlin

Ed McLaughlin, Co-Chairman
Butte County Farm Bureau

Joe Connell

Joe Connell, Co-Chairman
University of California Cooperative Extension



The Farm City Celebration is a program of the Butte Agriculture Foundation, Inc., a non-profit 501 (c) (3)