



ORLAND CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, September 19, 2023 at 6:30 PM
Carnegie Center, 912 Third Street and Via Zoom

P: (530)-865-1600 F: (530) 865-1632

City Council: Chris Dobbs, Mayor | Bruce T. Roundy, Vice-Mayor

Jeffrey A. Tolley | John McDermott | Matthew Romano

City Manager: Peter R. Carr

City Officials: Jennifer Schmitke, City Clerk | Leticia Espinosa, City Treasurer

Virtual Meeting Information:

<https://us02web.zoom.us/j/87264539821>

Webinar ID: 872 6453 9821 | Zoom Telephone: 1 (669) 900-9128

Public comments are welcomed and encouraged in advance of the meeting by emailing the City Clerk at jtschmitke@cityoforland.com or by phone at (530) 865-1610 by 4:00 p.m. on the day of the meeting

- 1. CALL TO ORDER - 6:30 PM**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**

Comments from the public are welcomed. The Mayor will announce the opportunity for comments related to each action item on the agenda. Please limit your comments to three minutes per topic, and one comment per person per topic. Once the public comment period is closed, please allow the Council the opportunity to continue its consideration of the item without interruption.

4. CONSENT CALENDAR

- A.** Warrant List (Payable Obligations) (Pg.3)
- B.** Approve City Council Minutes for September 5, 2023 (Pg.9)
- C.** Agreement for Maintenance of City Water Lines in County Roads (Pg.15)
- D.** Eighth Street Speed Table Removal (Pg.19)
- E.** Agreement for Glenn County Allocation of American Rescue Plan Act funds to Libraries (Pg.20)
- F.** Glenn County Health and Human Services Agency Agreement (Pg.23)
- G.** City Council discussion and possible action to award a consultant contract for the City of Orland Emergency Groundwater Resource Project – Multiple Phases (Pg.46)

5. ADMINISTRATIVE BUSINESS

- A. Draft Reimbursement Agreement: Hidden Treasures (Discussion/Action) - Greg Einhorn, City Attorney (10 Minutes) (Pg.74)
- B. Consider Regulation of Alcohol at Library Park (Discussion/Direction) - Pete Carr, City Manager (15 Minutes) (Pg.76)
- C. Proposal for Streetscape Phase 1 (Discussion/Direction/Action) - Pete Carr, City Manager (30 Minutes) (Pg.78)
- D. City Council discussion and possible action to award a construction contract for the City of Orland Emergency Groundwater Resource Project–Phase 2A (Discussion/Action) Paul Rabo, City Engineer (10 Minutes) (Pg.85)
- E. Economic Development Commission Vacant Position (Verbal Update) - Rebecca Pendergrass, Director of Administrative Services/ACM (5 Minutes) (No Staff Report)

6. ORAL AND WRITTEN COMMUNICATIONS

Public Comments:

Members of the public wishing to address the Council on any item(s) not on the agenda may do so at this time when recognized by the Mayor. However, no formal action or discussion will be taken unless placed on a future agenda. The public is advised to limit discussion to one presentation per individual. While not required, please state your name and place of residence for the record. Please direct your comments to the Mayor or Vice Mayor. (Public Comments will be limited to three minutes).

7. CITY COUNCIL COMMUNICATIONS AND REPORTS

8. ADJOURN

CERTIFICATION: Pursuant to Government Code Section 54954.2(a), the agenda for this meeting was properly posted on September 15, 2023.

A complete agenda packet is available for public inspection during normal business hours at City Hall, 815 Fourth Street, in Orland or on the City's website at www.cityoforland.com where meeting minutes and audio recordings are also available.

In compliance with the Americans with Disabilities Act, the City of Orland will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's Office 530-865-1610 to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

CITY COUNCIL

Chris Dobbs, Mayor
 Bruce T. Roundy, Vice-Mayor
 Jeffrey A. Tolley
 John McDermott
 Mathew Romano

CITY OFFICIALS

Jennifer Schmitke
 City Clerk

Leticia Espinosa
 City Treasurer

CITY OF ORLAND

INCORPORATED 1909

815 Fourth Street
 ORLAND, CALIFORNIA 95963
 Telephone (530) 865-1600
 Fax (530) 865-1632

**CITY MANAGER**

Peter R. Carr

WARRANT LIST

September 19, 2023

Warrant	9/14/2023	\$	219,803.04
Payroll #18 Compensation	9/7/2023	\$	141,932.88
PERS GASB	9/6/2023	\$	1,750.00

\$ 363,485.92

APPROVED BY

 Mayor, Chris Dobbs

 Vice-Mayor, Bruce T. Roundy

 Councilmember, Jeffrey A. Tolley

 Councilmember, John McDermott

 Councilmember, Mathew Romano

REPORT.: Sep 14 23 Thursday
 RUN....: Sep 14 23 Time: 12:55
 Run By.: Leticia Espinosa

CITY OF ORLAND
 Cash Disbursement Detail Report
 Check Listing for 09-23 thru 09-23 Bank Account.: 1001

PAGE:
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4. A.

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
057712	09/08/23	CAL14	Cal Signal Corp	-6300.00	9677u	Ck# 057712 Reversed
057819	09/08/23	STA03	STATE BOARD OF	1200.00	SEP5,2023H	WESTSIDE ANNEXATION FINAL
057820	09/08/23	STA03	STATE BOARD OF	350.00	09052023H	KRAEMER ANNEXATION FINAL
057821	09/08/23	TIA00	TIAA COMMERCIAL FINANCE,	300.01	9681979H	PD/COPIER
057822	09/14/23	4LE00	4 LEAF INC.	8470.04	23C-23E	BD/MAVERIK PLAN CK,CO2 FIRE, MEXICALI PLAN CK
057823	09/14/23	ABD00	ADVANCED DOCUMENT CONCEPT	115.61 82.14 317.43 94.46 28.87	107874 INV107871 INV107872 INV107873 INV107875	FD/MEASURE A-PRINTER, COPIER PD/COPIES AUG 1-31,2023 CITY HALL/COPIES AUG 1-31,2023 BD-PLAN-PW/COPIES AUG 1-31,2023 REC/COPIES AUG 1-31, 2023
			Check Total.....:	638.51		
057824	09/14/23	ALT02	Alternative Energy System	310.00	13880	FD/MEASURE A-SOLAR SERVICE
057825	09/14/23	AMA03	AMAZON CAPITAL SERVICES	712.58 610.26	11MVL9MNC 1HKYV4146	LIB/YOUTH PROGRAM SUPPLIES; BOOKS LIB/ZIP BOOKS
			Check Total.....:	1322.84		
057826	09/14/23	AND07	EDGAR ANDRADE	100.00 189.95	09022023 09122023	PD/PER DIEM-TRNING OCT 3-4,2023 SACRAMENTO PD/MILEAGE REIMBURSEMENT TRNING ROSEVILLE SEP 4-8
			Check Total.....:	289.95		
057827	09/14/23	ARA00	ARAMARK UNIFORM SERVICES	1399.85	506635844	PW/UNIFORM CLEANING (AUGUST)
057828	09/14/23	ATT10	AT&T MOBILITY (FIRST NET)	191.35	09022023	PW/CELL PHONE USAGE -SEPTEMBER 2023
057829	09/14/23	BAM00	BAMBAUER TOWING SERVICE	125.00	08302023	PD/UNIT #11 TOWED TO CITY YARD
057830	09/14/23	BRA05	BRANDEN'S PLUMBING & ROOT	3000.00	1134	DWR/INSTALLATION & CITY CONNECTION
057831	09/14/23	BUC00	BUCKE'S FEED & GRAIN	135.77	251244	PW/SEWER-BOOTS
057832	09/14/23	CAL14	Cal Signal Corp	14700.00	9677,9681	COMMERCE/NEWVILLE SIGNAL INSPECTION
057833	09/14/23	CAR02	CARDMEMBER SERVICE	2173.79 3077.50 1432.11 6000.25 871.98 153.50 2524.83	AUG23FD AUG23PD AUG23PW AUG 2023 AUG23LIB AUG23REC AUG2023SH	FD/MEASURE A-OFFICE AND BUILDING SUPPLIES PD/TRNING,STARLINK INTERNET,OFFICE SUPPLIES PW/SHOP, SAFETY SUPPLIES LIB/PATIO IMROVEMENT CH/PARCELQUEST, POSTAGE, HTL CON. LIB/OFFICE SUPPLIES, HC SUPPLIES, FIRST 5 GRANT REC/SOCCER - POOL COMMUNICATONS PW/SHOP/SEWER/PARK SUPPLIES/PD/FD/PW FLEET EQ MAIN
			Check Total.....:	16233.96		
057834	09/14/23	CAR21	SARAH CARROW	300.00	08282023	REC/REIMBURSEMENT LIFEGUARD TRAINING 2023
057835	09/14/23	CAS09	VINCENT CASTANEDA	40.00	09042023	AC/EVENT SET UP/SPECIAL PRESENTATION AT GALLERY
057836	09/14/23	COM02	Comcast	296.40	09052023	MULTI-DEPTS/INTERNET CONNECTION SEP 3- OCT 2, 2023
057837	09/14/23	COR00	CORNING LUMBER CO., INC.	205.92	08252023	PW-DWR-LIB/SUPPLIES
057838	09/14/23	COR04	CORBIN WILLITS SYSTEMS	2000.00	000C30831	PROGRAMMING/NEPTUNE 360-PROJECT
057839	09/14/23	COR05	Corning Ford	270.34	56568,565	FD/FLEET EQUIPMENT MAINTENANCE
057840	09/14/23	DEP21	DEPARTMENT OF FINANCE	50.00	09012023	PD/CITE ASSESSMENT FOR AUG 2023
057841	09/14/23	ECO01	ECORP CONSULTING, INC	36693.67	100902,10	PLANNING/PROF SERVICES DWR/QUIET CREEK
057842	09/14/23	EIN02	Gregory P. Einhorn	4200.00	12538 AUG	CA/CONTRACT SERVICES
057843	09/14/23	EIS00	Employers Investigative S	1347.50	5050652	PD/INTERNAL AFFAIRS
057844	09/14/23	GAN00	Gandy & Staley Oil CO. In	2124.73	141171	PW/FUEL
057845	09/14/23	GAR19	GARY McNARY TRUCKING	618.75	2698	PW/TRANSPORTATION OF PW LOADER
057846	09/14/23	GAY01	GAYNOR TELESYSTEMS INC	52.00	43061	FD/MEASURE A-FAXFINDER CLOUD
057847	09/14/23	GLE02	GLENN COUNTY SHERIFF	40.00	082923-ZW	PD/LIVE SCAN ROLLING FEE
057848	09/14/23	GRA02	GRAINGER, INC.	1330.49	981939147	PW/SHOP/SEWER SUPPLIES/FLEET EQUIPMENT MAIN/ BM
057849	09/14/23	HEI01	VIRGIL HEISE	100.00	08012023	FD/JANITORIAL

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CITY OF ORLAND
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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
057850	09/14/23	J&M00	J&M Boots & Shoe Repair	225.00	07072023	PW/BOOT PURCHASE
057851	09/14/23	JOH15	Johnson Controls Fire Pro	2335.99 1019.89	51207532 51227804	PW/FIRE EXTINGUISHER SERVICES PD/ANNUAL FIRE EXTINGUISHERS INSPECTION & MAINT.
			Check Total.....:	3355.88		
057852	09/14/23	KEN04	ROBERT KENNEDY	1733.00	106442,10	REC/PUMP TRACK WORK AND MATERIALS
057853	09/14/23	KIM01	KIMBALL MIDWEST	258.03	101409408	PW/SHOP SUPPLIES
057854	09/14/23	LAS00	LASH'S GLASS	4647.50	90885	MULTI DEPT/DOOR UPGRADES
057855	09/14/23	LES00	LES SCHWAB	205.95	566960,57	PD/REC/FLEET EQUIPMENT MAINTENANCE
057856	09/14/23	LEW03	DELANEY LEWIS	300.00	08282023	REC/REIMBURSEMENT LIFEGUARD TRAINING 2023
057857	09/14/23	LIN00	LINCOLN AQUATICS	6521.98	SIN105320	REC/POOL SUPPLIES & EQUIPMENT
057858	09/14/23	LOW01	KATHERINE LOWERY	193.23	09122023	PD/MILEAGE REIMBURSEMENT TRNING ROSEVILLE SEP 4-8
057859	09/14/23	MAC02	MACQUARIE EQUIPMENT CAPIT	47.10	6411	REC/PRINTER LEASE
057860	09/14/23	MAR22	MARK THOMAS & COMPANY, IN	10690.00 9310.00	48135 48442	CC/PROF SVCS JUL23-MULTIMODAL PROJ GRANT SUPPORT CC/PROF SVCS AUG23-MULTIMODAL PROJ GRANT SUPPORT
			Check Total.....:	20000.00		
057861	09/14/23	MEZ00	JODY MEZA	250.00	08302023	LIB/AUGUST TRAVEL TO WILLOWS LIB & BRANCHES
057862	09/14/23	MIS01	MissionSquare - 304591	1727.50	6908988	457 PLAN/304591
057863	09/14/23	MJB00	MJB WELDING SUPPLY, INC	13.33	08312023	PW/CYLINDER RENTAL
057864	09/14/23	MOT00	Motorola Solutions Inc.	96.98 10374.00	08232023 230421909	PD/MEASURE A-BATTERY KITS WITH FOAM PD/ANNUALLY PER DEVICE SEPTEMBER 2023-2024
			Check Total.....:	10470.98		
057865	09/14/23	NEW04	Newegg Business, Inc.	4200.02	35802,351	FD/MEASURE A-PROJECTOR & HDMI CABLES
057866	09/14/23	NOR06	NOR-MAC INC.	376.24	12177003	PW/PARK SUPPLIES
057867	09/14/23	NOR37	FREDERICK A. LUDWIG	3657.50	195915	REC/ SOCCER SHIRTS
057868	09/14/23	NUS00	NUSO, LLC	104.78	130798415	FD/MEASURE A- PHONE LINES
057869	09/14/23	ORE00	O'REILLY AUTO	404.40 268.90	8282023 378125320	FD/MEASURE A-PARTS AND OIL FOR TRUCK #40 PD/PW/FLEET EQ MAIN- PW/SHOP SUPPLIES
			Check Total.....:	673.30		
057870	09/14/23	ORH00	ORLAND HARDWARE	19.54 580.94	538166 AUG272023	PD/BATTERIES OFFICE SUPPLIES FD/MEASURE A-OFFICE,BUILDING SUPPLY, REPEATER PARTS
			Check Total.....:	600.48		
057871	09/14/23	ORL15	Orland Saw & Mower	1010.40	052045	PW/PARK EQUIPMENT MAINTENANCE
057872	09/14/23	PAC07	PACE ANALYTICAL SERVICES,	972.20	2307630	PW/LAB SERVICES
057873	09/14/23	PAP01	PAPE MACHINERY	1121.09	2943452	PW/FLEET EQUIPMENT MAINTENANCE
057874	09/14/23	PAX00	WYATT PAXTON	8925.31 8802.62	680 683	BD/JULY 2023 PROFESSIONAL SVCS & MILEAGE BD/AUGUST 2023 PROFESSIONAL SVCS & MILEAGE
			Check Total.....:	17727.93		
057875	09/14/23	PEN05	PENQUIN MANAGEMENT INC	1530.00	75708	FD/MEASURE A- DISPATCH
057876	09/14/23	PEP00	PETTY CASH POLICE DEPT	121.00	09112023	PD/REIMBURSEMENT PETTY CASH
057877	09/14/23	PGE00	PG&E	2.65 31078.72	09072023 09122023	REC/STANDBY POWER MULTI-DEPTS/UTILITY USAGE 7/27/23-8/24/23
			Check Total.....:	31081.37		
057878	09/14/23	PIN02	EDGAR PINEDO	100.00	09022023	PD/PER DIEM-TRNING OCT 3-4,2023 SACRAMENTO
057879	09/14/23	PON00	PONCI'S WELDING	5.39	79518	PW/SHOP SUPPLIES
057880	09/14/23	PUN01	GUILLERMO PUNZO	220.00	1445966	PW/BOOT REIMBURSEMENT
057881	09/14/23	QUI02	QUILL CORP.	199.48	34266755	MULTI DEPTS/OFFICE SUPPLIES

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CITY OF ORLAND
Cash Disbursement Detail Report
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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
057881	09/14/23	QUI02	QUILL CORP.	215.21	34316434	MULTI-DEPTS/OFFICE SUPPLIES
Check Total.....:				414.69		
057882	09/14/23	SAC01	SACRAMENTO VALLEY MIRROR	1104.00	1718	DWR PHASE 2A LEGAL NOTICE
				73.60	1746	LEGAL NOTICE - EDC VACANCY
Check Total.....:				1177.60		
057883	09/14/23	SEI00	ROY R SEILER, C.P.A	2560.00	30565	ACCOUNTING PROFESSIONAL SERVICES
057884	09/14/23	SHA08	Shasta Safety Supply	495.28	23376	PW/SAFETY SUPPLIES
057885	09/14/23	SON05	Sonsray Machinery	162.15	95134-1	PW/EQUIPMENT MAINTENANCE
057886	09/14/23	STO04	Jeffrey G. Dunn	225.00	08312023	PEST CONTROL SERVICES (AUGUST)
057887	09/14/23	SUT01	BRANDON SUTTON	195.19	SEP072023	PD/MILEAGE REIMBURSEMENT
057888	09/14/23	TEH06	TEHAMA TIRE SERVICE	981.60	10055929	PD/FLEET TIRES
057889	09/14/23	UNI01	UNITED RENTALS	4848.75	224045422	PW/PURCHASE OF WALKBEHIND TRENCHER
057890	09/14/23	VAL02	VALLEY ROCK PRODUCTS	1126.47	80793,808	PW-DWR/SUPPLIES
057891	09/14/23	WRA00	WRAP IT UP WHOLESALE	2128.05	170	FD/MEASURE A-OFFICE FURNATURE
Cash Account Total.....:				219803.04		
Total Disbursements.....:				219803.04		
Cash Account Total.....:				.00		

REPORT.: Sep 14 23 Thursday
RUN....: Sep 14 23 Time: 12:55
Run By.: Leticia Espinosa

CITY OF ORLAND
Cash Disbursement Detail Report - Payroll Vendor Payment(s)
Check Listing for 09-23 thru 09-23 Bank Account.: 1001

PAGE: 004
ID #: PY
CTL.: 4. A.

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
19202	09/07/23	EDD01	STATE OF CALIFORNIA	4336.47	C30907	STATE INCOME TAX
19203	09/07/23	ESD00	STATE OF CALIFORNIA	1257.40	C30907	SDI
19204	09/07/23	OPO00	OPOA TREASURER	628.00	C30907	OPOA DUES
19205	09/07/23	STA00	STATE DISURSEMENT UNIT	22.15	C30907	GARNISHMENTS
19206	09/07/23	TEH00	UMPQUA BANK	12963.14	C30907	FEDERAL INCOME TAX
				17306.92	1C30907	FICA
				4047.64	2C30907	MEDICARE
			Check Total.....:	34317.70		
19207	09/07/23	UPE00	UPEC, LOCAL 792	502.70	C30907	UPEC, LOCAL 792*
			Cash Account Total.....:	41064.42		
			Total Disbursements.....:	41064.42		

REPORT.: 09/07/23
 RUN....: 09/07/23 Time: 15:53
 Run By.: Leticia Espinosa

CITY OF ORLAND
 Warrant Register

4. A.

Warrant Number	Date	Payroll Date	**Employee** Num Name	Actual Period	Fiscal Period	Gross Amount
14595	09/07/23	09/06/23	HAR00 ZOLLERHARRIS, TRAVIS	09-23	03-24	2160.14
14596	09/07/23	09/06/23	MAR03 MARTINS, PAULINA	09-23	03-24	416.00
14597	09/07/23	09/06/23	PER00 PEREZ, MARGARITA T	09-23	03-24	2086.39
14598	09/07/23	09/07/23	ROE00 ROENSPIE, THOMAS LUKE	09-23	03-24	1491.93
14599	09/07/23	09/06/23	SUA03 SUAREZ, ARMANDO RUEDA	09-23	03-24	1620.80
Z07014	09/07/23	09/06/23	ALV01 ALVA, MICAELA	09-23	03-24	2214.15
Z07015	09/07/23	09/06/23	AND00 ANDRADE, EDGAR	09-23	03-24	3429.05
Z07016	09/07/23	09/06/23	BAL01 BALDRIDGE, EDEN	09-23	03-24	28.00
Z07017	09/07/23	09/06/23	BAR02 BARBER, ZACHARY	09-23	03-24	2689.12
Z07018	09/07/23	09/06/23	BLA00 BLAKE, CHRISTINA	09-23	03-24	68.00
Z07019	09/07/23	09/06/23	BOW00 BOWERS, LINDA	09-23	03-24	424.32
Z07020	09/07/23	09/06/23	CAR03 CARR, PETER R	09-23	03-24	6153.85
Z07021	09/07/23	09/06/23	CES00 CESSNA, KYLE A	09-23	03-24	6050.82
Z07022	09/07/23	09/06/23	CHA01 CHANEY, JUSTIN	09-23	03-24	4753.08
Z07023	09/07/23	09/06/23	CLO02 CLOYD, GRACIE	09-23	03-24	66.00
Z07024	09/07/23	09/06/23	COR00 CORTES, JOVANY	09-23	03-24	1951.41
Z07025	09/07/23	09/06/23	CRA00 CRANDALL, JEREMY	09-23	03-24	2402.25
Z07026	09/07/23	09/06/23	ESP00 ESPINOSA, LETICIA	09-23	03-24	2236.02
Z07027	09/07/23	09/06/23	ESQ01 ESQUIVEL, ITZEL	09-23	03-24	480.00
Z07028	09/07/23	09/06/23	FEN03 FENSKE, JOSEPH H	09-23	03-24	3077.83
Z07029	09/07/23	09/06/23	FLO00 FLORES, JOSE D	09-23	03-24	3622.77
Z07030	09/07/23	09/06/23	GAM00 GAMBOA, YADIRA	09-23	03-24	314.26
Z07031	09/07/23	09/06/23	GAR01 GARIBAY, ELIZABETH	09-23	03-24	1505.34
Z07032	09/07/23	09/06/23	GRE00 GREELEY, MASON ALEXIS	09-23	03-24	240.00
Z07033	09/07/23	09/06/23	GUE01 GUERRERO, DEYSY D	09-23	03-24	2700.00
Z07034	09/07/23	09/06/23	GUE02 GUERRERO, JORGE	09-23	03-24	2323.45
Z07035	09/07/23	09/06/23	JOH01 JOHNSON, SEAN KARL	09-23	03-24	6885.92
Z07036	09/07/23	09/06/23	LOP01 LOPEZ, ESAU	09-23	03-24	1728.01
Z07037	09/07/23	09/06/23	LOP02 LOPEZ, JOEL	09-23	03-24	1812.30
Z07038	09/07/23	09/06/23	LOW00 LOWERY, KATHERINE	09-23	03-24	3572.28
Z07039	09/07/23	09/06/23	MAR02 MARTINDALE, RYAN EUGENE	09-23	03-24	3581.60
Z07040	09/07/23	09/06/23	MAR04 MARTINEZ, IRMA	09-23	03-24	495.04
Z07041	09/07/23	09/06/23	MEJ00 APARICIO, LILIA MEJIA	09-23	03-24	2901.86
Z07042	09/07/23	09/06/23	MEZ00 MEZA, JODY L	09-23	03-24	4312.10
Z07043	09/07/23	09/06/23	MIL00 MILLS, DARYL A	09-23	03-24	3435.52
Z07044	09/07/23	09/06/23	MON03 MONDRAGON, MEAGAN N	09-23	03-24	1535.56
Z07045	09/07/23	09/06/23	MOR03 MORECI, RORY	09-23	03-24	64.00
Z07046	09/07/23	09/06/23	MYE00 MYERS, KEVIN	09-23	03-24	756.84
Z07047	09/07/23	09/06/23	OLI00 OLIVER, LINDA	09-23	03-24	282.88
Z07048	09/07/23	09/06/23	ORO04 OROZCO, JORDAN	09-23	03-24	416.50
Z07049	09/07/23	09/06/23	OVA00 OVARD, CONNOR	09-23	03-24	255.00
Z07050	09/07/23	09/06/23	PAN00 PANIAGUA, BLANCA A	09-23	03-24	726.94
Z07051	09/07/23	09/06/23	PEN01 PENDERGRASS, REBECCA A	09-23	03-24	3341.85
Z07052	09/07/23	09/06/23	PHI00 PHILLIPS, AMELIA	09-23	03-24	119.00
Z07053	09/07/23	09/06/23	PHI01 PHILLIPS, OLIVIA	09-23	03-24	184.00
Z07054	09/07/23	09/06/23	PIN00 PINEDO, EDGAR ESTEBAN	09-23	03-24	3118.68
Z07055	09/07/23	09/06/23	POR00 PORRAS, ESTEL	09-23	03-24	1991.56
Z07056	09/07/23	09/06/23	PUN00 PUNZO, GUILLERMO	09-23	03-24	2151.62
Z07057	09/07/23	09/06/23	RIC01 RICE, GERALD W	09-23	03-24	2281.63
Z07058	09/07/23	09/06/23	RIV00 RIVERA, ISRAEL	09-23	03-24	2129.97
Z07059	09/07/23	09/06/23	ROD00 RODRIGUES, ANTHONY	09-23	03-24	2510.24
Z07060	09/07/23	09/06/23	ROE00 ROENSPIE, THOMAS LUKE	09-23	03-24	4770.21
Z07061	09/07/23	09/06/23	ROM00 ROMERO, ARNULFO	09-23	03-24	3029.55
Z07062	09/07/23	09/06/23	SAN01 SANCHEZ, MELANIE CARRIL	09-23	03-24	424.88
Z07063	09/07/23	09/06/23	SAN02 SANDOVAL, LUCILA	09-23	03-24	1997.05
Z07064	09/07/23	09/06/23	SCH03 SCHMITKE, JENNIFER	09-23	03-24	2589.10
Z07065	09/07/23	09/06/23	SHA02 SHANNON, KYLE ANTHONY	09-23	03-24	1017.00
Z07066	09/07/23	09/06/23	STE01 STEWART, ROY E	09-23	03-24	3048.41
Z07067	09/07/23	09/06/23	SUA02 SUAREZ, BRYAN E	09-23	03-24	2258.21
Z07068	09/07/23	09/06/23	SUT00 SUTTON, BRANDON KIJANA	09-23	03-24	3484.55
Z07069	09/07/23	09/06/23	SWI00 SWINHART, ROBERT	09-23	03-24	2049.17
Z07070	09/07/23	09/06/23	VAL00 VALENZUELA, BRENDA	09-23	03-24	294.61
Z07071	09/07/23	09/06/23	VAR00 VARNER, ZADA	09-23	03-24	208.00
Z07072	09/07/23	09/06/23	VLA00 VLACH, RAYMOND JOSEPH	09-23	03-24	5177.08
Z07073	09/07/23	09/06/23	VLA02 VLACH, ZOE	09-23	03-24	136.00
Z07074	09/07/23	09/06/23	VON00 VONASEK, EDWARD J	09-23	03-24	4614.46
Z07075	09/07/23	09/06/23	WAT04 WATHEN, MIDASIA	09-23	03-24	280.00
Z07076	09/07/23	09/06/23	ZIN00 PEREZ, ARNULFO ZINTZUN	09-23	03-24	1458.72
						141932.88
						=====

MINUTES OF THE ORLAND CITY COUNCIL
REGULAR MEETING HELD SEPTEMBER 5, 2023

CALL TO ORDER

Meeting called to order by Mayor Chris Dobbs at 6:00 PM.

ROLL CALL

Councilmembers present:	Councilmembers Jeffrey Tolley, Matt Romano, John McDermott, Vice Mayor Bruce Roundy, Mayor Chris Dobbs
Councilmembers absent:	None
Staff present:	City Manager Pete Carr; Director of Administrative Services Rebecca Pendergrass; City Clerk Jennifer Schmitke; Public Works Director Ed Vonasek; Police Chief Joe Vlach; City Attorney Greg Einhorn
Staff present online:	None

Pledge of Allegiance

CONSENT CALENDAR

- A. Warrant List (payable obligations)**
- B. Approve City Council Minutes for August 15, 2023**
- C. Second Reading: Ordinance 2023-04 Late Fee Waiver**
- D. Treasurer's Report**
- E. Annual Posting of Salary Schedule**
- F. 2023 Volunteer Fire Capacity Grant Resolution**
- G. Receive and file Library Commission Minutes from May 8, 2023**
- H. Receive and File Public Works & Safety Commission Minutes from August 8, 2023**
- I. Receive and File Planning Commission Minutes from May 18, 2023**
- J. Receive and File Planning Commission Minutes from June 15, 2023**

Mayor Dobbs stated City Staff pulled check number 57712 written to Cal Signal to be reviewed further by City Staff.

Councilmember Tolley asked to pull item 4.E. to discuss.

Action: Councilmember Roundy moved, seconded by Councilmember McDermott, to approve the consent calendar without item 4.E. Motion carried unanimously by a voice vote 5-0.

Councilmember Tolley shared his concerns that item 4.E. Annual Posting of Salary Schedule was placed on the consent calendar and stated it is an important item that should be discussed in more detail before voting upon it. Councilmember Tolley asked what changes have been made to the salary schedule since the budget was passed in June 2023. Mr. Carr shared that he is recommending a change to the Director of Administrative Services/Assistant City Manager (ACM) salary range to better reflect the labor market for that position. Mr. Carr stated that the salary schedule is in the public domain, and it is posted on the City website. Councilmember Tolley stated he is not opposed to a pay raise for the position but explained that he felt the amount was too high.

Mayor Dobbs shared that the City needs to stay competitive on salaries.

Action: Councilmember McDermott moved, seconded by Vice Mayor Roundy, to approve item 4.E. from the consent calendar. Motion passed by a voice vote 4-1.

Ayes: Councilmembers Romano, McDermott, Vice Mayor Roundy and Mayor Dobbs

Noes: Councilmember Tolley

Councilmember Tolley stated for the record he is following the citizens' will.

ADMINISTRATIVE BUSINESS

A. ARPA Update

Mr. Carr provided Council an update on American Rescue Plan Act (ARPA) projects list and briefly spoke about progress and status of each project. Mr. Carr shared that a few projects have not started yet but most ARPA programs and projects are completed or underway. Mr. Carr also stated that no projects are currently overspending.

Mr. Carr spoke with the Council about the Community e-Gift Cards (Queen Bee Bucks), sharing sales stats. Mr. Carr asked Council to decide if they want to sunset, hibernate, or add more funding to the program.

Councilmember Romano asked if there was any information about the match with the County for the ball field updates. Mr. Carr stated the City has not received an official agreement with the County yet.

Councilmember Tolley stated that since the Queen Bee Bucks are phasing out why not put the money into a skatepark, since not all people play soccer, softball, and baseball. Vice Mayor Roundy shared that the skatepark is on a project list, that once a site and funding is found will be brought back forward to Council. Councilmember McDermott shared that the people who filled out the skatepark survey wanted open spaces and the Council should make that a priority.

Orland resident and small business owner Terrie Barr shared her experience and voiced her concerns on how ARPA has had limited impacts on local small businesses. Ms. Barr suggested that any additional ARPA money may have a bigger impact if it was put into a marketing program that showed new customers coming in.

Vice Mayor Roundy remarked that ARPA money was not only for businesses that had a loss during Covid but also for City's loss of revenue. Vice Mayor Roundy stated that the Council at that time chose to administer the funds in multiple ways instead of one project and shared that he felt the City used the funds wisely and it helped the City make up any lack of sales tax.

Mayor Dobbs and Councilmember Tolley shared that they thought it was a good idea to table this item and bring this item back on a future agenda.

Councilmember Romano pointed out that multiple items on the Use of ARPA Funds list are projects that will help local businesses.

B. Replacement of Enterprise Software

Director of Administrative Services/ACM Rebecca Pendergrass brought to Council a proposal from Tyler Technologies to replace the current enterprise software (MOMs), Corbin Willits System, Inc. Ms. Pendergrass shared that the City has been using its current software since 1974 and is looking to upgrade the software because it is very antiquated. Ms. Pendergrass spoke about the outward-facing

benefits for the community/water and sewer account customers, went over what the software included for staff and spoke about the startup costs and ongoing annual costs. Ms. Pendergrass shared that City staff has been trying to reach out to multiple software companies to get additional proposals, but staff has received no additional bids.

Councilmember Romano asked about the current costs the City pays with MOMs. Ms. Pendergrass shared the annual costs and explained how the proposed costs would be allocated for the new software.

Councilmember Tolley commented that the antiquated software and limited customer service can be bad for staff and City customers, and he is open to changes but would like to hear from other software companies before making a final decision. Councilmember McDermott inquired about the efficiency of both programs for City Staff. Vice Mayor Roundy shared he felt an update and upgrade for the citizens of Orland and City staff is much needed.

Action: Councilmember McDermott moved, seconded by Vice Mayor Roundy, to direct staff to engage in replacing the current enterprise software with Tyler Technologies. Motion passed by a voice vote 4-1.

Ayes: Councilmembers Romano, McDermott, Vice Mayor Roundy and Mayor Dobbs

Noes: Councilmember Tolley

Undeveloped City Property 517 Walker Street

City Manager Pete Carr presented to Council potential utilization of $\frac{3}{4}$ acre of bare land the City purchased in December 2018, 517 Walker Street. Mr. Carr shared that the property was originally planned for future development as a Honeybee Discovery Center (HDC) museum and visitor center, but the City has not entered into a lease agreement for the land with HDC and now it appears that HDC may be refocusing its discovery center vision to an alternate location.

Mr. Carr stated there is a pending State grant for a “Pollinator Park” which would provide vegetation, pedestrian walkways, seating, and an outdoor plaza-type gathering space, with a small portion proposed for electric vehicle charging infrastructure.

Mr. Carr invited Council to consider options and preferred alternatives for this key-location property if the HDC chooses to relocate. Mr. Carr shared a few suggested options for this property have been city hall facilities, parking, and recreational amenities.

Councilmember Tolley would like to wait on making any decision on this property until HDC makes their final decision. Councilmember Tolley asked about selling to private developers.

Councilmember Romano suggested planting the pollinator garden now, since trees take a while to grow, make a pad and park and then add more later.

Councilmember Roundy likes the idea of a Pollinator Park and a new bigger City Hall in that location. Councilmember Roundy stated that the building could include additional office spaces for rent and it would open the City Hall side of the current building up for Police to expand.

Orland resident Terrie Barr spoke to Council about Orland’s branding as the “Queen Bee Capital” and how the City has grown over the past few years. Mrs. Barr presented potential suggestions for the City to consider for the undeveloped property on Walker Street, including pollinator gardens, an educational kiosk or visitor center.

Orland resident Trish St. Evans shared potential ideas on what she would like to see for the property on Walker Street including a charging station, visitor center, City Hall or pollinator garden.

No Council actions.

C. Proposal for Electric Vehicle Charging Stations

City Manager Pete Carr presented a proposal for the installation of electric vehicles (EV) charging stations in the downtown area. Mr. Carr shared that the objective is to encourage highway travelers to visit the downtown shops and restaurants while recharging their vehicle.

Mr. Carr shared that Rivian has been the only EV vendor to respond to the City's solicitations and shared a diagram depicting proposed location of EC spaces and equipment. Mr. Carr stated that the proposed agreement with Rivan would be a lease of parking spaces, with 6 charging stations now and possibly 6 more later.

Councilmember Tolley stated he does not feel ready to move forward on this item just yet, but he does like that Rivian would now offer accessibility to many different car manufacturers. Vice Mayor Roundy shared his support for the proposal.

Orland resident Carolyn Pendergrass asked if there were currently any State or Federal mandates that cities must install EV parking. Mayor Dobbs explained that currently there are no mandates. Ms. Pendergrass asked what would happen if a non-electric vehicle parked in one of the spaces. Mr. Carr shared that the City has not discussed how enforcement of the spaces would be taken care of.

Trish St. Evans asked about the six additional spaces and stated she saw this as the community working together and likes the idea of people being able charge their EV and then enjoy Pollinator Park or stop into one of the downtown businesses to spend money.

Orland resident Christine Stifter asked if staff or Council has talked with downtown businesses owners to find out if the businesses are for or against the EV chargers. Mayor Dobbs stated he has spoken with many downtown businesses who have all been in favor of the charging spaces. Ms. Stifter shared her concerns for taking up spaces in front of downtown businesses.

Orland resident Brandon Smith asked about the aesthetics of the chargers. Staff presented images of what the chargers and signage would look like.

Terrie Barr asked about the sound the EV equipment makes. Chelsea Williams, Rivian spokesperson stated the sound from the equipment has been described as white noise as power is going through station. Ms. Barr shared her concerns with adding a new City Hall building, parking for City employees, EV charging equipment and a pollinator park on the vacant lot. Ms. Barr suggested the City move the charging stations to the City owned property on Hwy 99.

Councilmember Tolley suggested tabling the item for now.

Glenn County resident Troy LeDonne shared his opinion on the EV charging station and stated his concerns with the noise the equipment will make and did not feel the EV charging space on the vacant lot would get utilized by an electric truck pulling a trailer.

Mayor Dobbs shared he would like to review the contract first and allow for more public comments once the agreement is available.

Councilmember Romano stated Rivian wants to invest in this community and shared he believes it will bring people to the downtown area.

Ms. Barr stated she has invested in Orland her entire life and shared her concerns for the noise the equipment will make and the effects it will have on the downtown business owners.

Action: Councilmember McDermott moved, seconded by Vice Mayor Roundy, to approve the proposal and authorize the City Manager to execute the agreement and project. Motion passed by a voice vote 3-2.

Ayes: Councilmembers Romano, McDermott, Vice Mayor Roundy

Noes: Councilmember Tolley and Mayor Dobbs

D. Appointment to Feline Ad Hoc Committee

Director of Administrative Services/ACM Rebecca Pendergrass presented to Council the opportunity for one or two Councilmembers to represent Orland on the Glenn County Feline Ad Hoc Committee. Ms. Pendergrass shared that the Glenn County Board of Supervisors recently established the temporary single-focus (ad hoc) committee to explore ways to address the issues of feral cats and services to control the feral population.

Mayor Dobbs asked the Council for volunteers to join the committee. Councilmember Tolley and Vice Mayor Roundy both stated their interest in joining the Committee.

Willows resident/Hidden Treasures Board member Janice Smith stated her appreciation for Councilmembers joining the Committee but shared that Hidden Treasures Sanctuary is running out of money/time to stay open and they need help now.

Orland resident Jody Putnam reminded Council that she has given them all the information that they requested. Ms. Putnam suggested a solution to the problem could be that the City enact a spay/neuter ordinance.

Orland resident Alane Allison shared her experience with rescuing cats in Glenn County and Orland and expressed the need for help now.

Director of Hidden Treasures Valerie Johnson thanked the Council for hearing the concerns of all the volunteers and shared information on the dire conditions at the clinic.

Troy LeDonne asked the City to take care of the cat problem.

Vice Mayor Roundy stated the Council understands it is a problem and everyone agreed to help with short term and long-term problems. Vice Mayor Roundy shared that the ad hoc committee would help with the long term and challenged the Council to come up with a solution to help the sanctuary with the short-term problem.

Ms. Johnson asked the Council for help in the interim to keep the Sanctuary open.

Councilmember Tolley stated he is supportive of the sanctuary and the services they provide but shared fiscally the amount of money it is taking to run the sanctuary is too much. Councilmember Tolley shared he didn't want to see taxpayers pay for the services but would prefer to see citizens who use the services pay for them.

Councilmember Romano stated that cats are a public safety problem. Councilmember Romano shared he can't wrap his head around the sanctuary monthly costs but explained if there is a legitimate bill for rent or veterinarians bills the \$40-\$60k they are requesting may help them till the end of the year.

Mayor Dobbs shared he would be interested in covering rent and utilities but not just giving \$40-60k. Vice Mayor Roundy and Mayor Dobbs asked what the sanctuary would need for 3-4 months on rent and utilities.

Ms. Putnam stated the sanctuary would need \$25k-\$30k.

City Attorney Greg Einhorn stated that this item is not on the agenda as an action item. He stated that Council can direct staff to draft an agreement with specific parameters so that what is approved is not just dollar figures but a contract. Council agreed this should come back with a dollar figure that Council and Hidden Treasures Sanctuary can both agree on at the next Council meeting.

ORAL AND WRITTEN COMMUNICATIONS

PUBLIC COMMENTS:

None

CITY COUNCIL COMMUNICATIONS AND REPORTS

Councilmember Romano:

- Nothing to Report.

Councilmember McDermott:

- Nothing to Report.

Councilmember Tolley:

- Nothing to Report.

Vice Mayor Roundy:

- Attended the ribbon cutting at McDonald's;
- Attended the ribbon cutting at Purpose Place;
- Shared he attended a fun presentation at the Art Center April 1, 2023;
- Will miss Transportation and Transit meeting September 19th;
- Will be attending the LAFCo meeting for September;
- Will be attending the Water Authority meeting;

Mayor Dobbs

- Nothing to Report.

MEETING ADJOURNED AT 8:50 PM

Jennifer Schmitke, City Clerk

Chris Dobbs, Mayor



CITY OF ORLAND STAFF REPORT

MEETING DATE: September 19, 2023

TO: Honorable Mayor and Council

FROM: Pete Carr, City Manager

SUBJECT: Agreement for Maintenance of City Water Lines in County Roads

County requests agreement with City to install and maintain City assets in County roadways.

BACKGROUND:

The County of Glenn is fully supportive of the California State Department of Water Resources (DWR)-funded Orland Emergency Water Supply Project and welcomes the extension of City water infrastructure beyond City limits to serve County residents. Acknowledging the City will need to open trenches in County roadways from time to time to maintain waterlines and potentially extend services, County requested an agreement to set forth expectations.

DISCUSSION:

The draft proposed memorandum of understanding (MOU) sets forth responsibilities and obligations, including the authority to locate City infrastructure in County right-of-way (ROW) for this purpose and to maintain these facilities at City expense. The City indemnifies the County for related damage claims. The agreement has been reviewed by City engineering, Administration and Legal departments.

Attachment: MOU for the Operation and Maintenance of Water Infrastructure within County ROW

RECOMMENDATION:

Approve the City-County Water System Maintenance agreement as presented and authorize the Mayor to execute the agreement.

FISCAL IMPACT OF RECOMMENDATION:

None at this time. Future operational expenses will be borne by the Water Fund and water system customers.

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF ORLAND AND COUNTY OF GLENN FOR THE OPERATION AND
MAINTENANCE OF WATER MAINS, FIRE HYDRANTS, VALVES AND APPURTENANCES TO BE
INSTALLED WITHIN COUNTY HIGHWAY RIGHT-OF-WAY FOR THE ORLAND EMERGENCY WATER
PROJECT**

This Memorandum of Understanding (the "MOU") is entered on , 2023 (the "Effective Date") by and between the City of Orland (the "CITY"), and the County of Glenn (the "COUNTY"). The CITY and the COUNTY, individually each a "PARTY", and jointly referred to herein as the "PARTIES."

RECITALS

WHEREAS, in conjunction with a State/County/City project to extend municipal drinking water resources to County residents, the CITY has a need to install water service piping, water valves, meter boxes, fire hydrants and related items on, over, along, or under County Roads 11, 12, 19, 20, 200, K½, KK, H, H½, M, MM, Linda Place, Jacey Lane, Kaitlyn Lane, Drews Lane, Elk Lane, Yuba Street, Stone Ridge Drive, and various County easements.

WHEREAS, the COUNTY is willing to grant to CITY the authority to locate said utility within the Glenn County highway right-of-way by way of an encroachment permit.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree, covenant and promise as follows:

AGREEMENT

- 1) CITY and COUNTY hereby agree that the municipal water service ranging in size from 2-inches to 10-inches, and water valves, meter boxes, fire hydrants and related items may be installed on, over, along, or under County Roads 11, 12, 19, 20, 200, K½, KK, H, H½, M, MM, Linda Place, Jacey Lane, Kaitlyn Lane, Drews Lane, Elk Lane, Yuba Street, Stone Ridge Drive, and various County easements as shown on Exhibit A.
- 2) CITY is hereby granted authority to locate said utility within the Glenn County highway right-of-way in accordance with the Encroachment Permit (EP#), the approved construction drawings, standard specifications and special conditions for the proposed project.
- 3) The above-described municipal water service to be retained, installed, adjusted or relocated on, over, along or under the highway within the County highway right-of-way limits will be located and accommodated in a manner that will not substantially impair the planned highway, its construction, and maintenance or interfere with its safe operation. COUNTY retains responsibility for repaving, chip sealing and associated road maintenance. CITY is responsible for any repaving associated with construction required for emergency or non-emergency work.
- 4) CITY hereby agrees to assume all liability for making any necessary utility adjustments should future traffic conditions or road improvement necessitate when so requested by the COUNTY and assume the full cost thereof, except where CITY has a compensable property right therein or where reimbursement of such costs is provided for by law.

- 5) CITY further agrees to comply with the rules, regulations and policies of the COUNTY in servicing, maintaining, replacing and removing the municipal water service, and to obtain an annual encroachment permit before performing any of these functions on the municipal water service located within the Glenn County highway right-of-way. CITY shall notify the County and any property owners along the construction area 48-hours prior to the actual beginning of said non-emergency construction. Emergency construction may start as necessary, however, CITY will contact the COUNTY to review and inspect construction site.
- 6) CITY shall defend, hold harmless and indemnify COUNTY from any and all claims for damages of any nature whatsoever arising out of CITY'S negligence in connection with any work done pursuant to this agreement.
- 7) CITY hereby agrees to assume full liability for, and shall defend, hold harmless and indemnify COUNTY from any and all claims for damages of any nature whatsoever from any party asserting any encroachment, trespass or damage to their property outside of Glenn County Highway right-of-way. COUNTY in no manner authorizes CITY to act or operate in any fashion whatsoever or to install, adjust, retain, or maintain any improvement beyond the Glenn County highway right-of-way.
- 8) During construction within the limits of the said highways, CITY shall provide watchmen and flagmen as may be reasonably necessary to ensure the safety and convenience of the public and shall furnish all barricades, signs, lights and message boards reasonably necessary to protect the public. Traffic shall be maintained at all times during construction unless otherwise approved by COUNTY's duly authorized representative.
- 9) Any and all damage to drainage structures, roadbeds, pavements, and other highway appurtenances arising from the installation, maintenance or repair of CITY's municipal water service shall be repaired at the sole expense of CITY. No portion of the pavement of any highway shall be disturbed without prior permission from COUNTY. Upon completion of the work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.
- 10) TERM OF AGREEMENT/TERMINATION – The term of this MOU shall commence on [REDACTED], 2023 and continue in full force and effect until all county road sections within the project area are annexed into the CITY's jurisdiction.

IN WITNESS WHEREOF, COUNTY and CITY have executed this agreement on the day and year set forth below.

DATED: _____

CITY OF ORLAND

DATED: _____

COUNTY OF GLENN

Mayor

Board of Supervisors Chairman

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney
City of Orland

County Counsel,
Glenn County, California

DRAFT



CITY OF ORLAND STAFF REPORT

MEETING DATE: September 19, 2023

TO: Honorable Mayor and Orland City Council

FROM: Ed Vonasek Director of Public Works

SUBJECT: Eighth Street Speed Tables Removal (Action)

BACKGROUND: City installed speed tables on Eighth Street in 2017. Tables were selected by the Council over the stop sign options.

DISCUSSION:

Over the past few years, the overwhelming discontent with the speed tables and the problems for public safety vehicles traversing the tables has brought this issue back to the Public Works and Safety Commission. The Commission reviewed and addressed this issue over a couple of meetings, concluding that removal of tables and installation of stop signs and striping at Trinity will be the best solution.

RECOMMENDATION:

Remove both speed tables, resurface this section of street, and install stop signs on Eighth Street at Trinity Street.

FISCAL IMPACT OF RECOMMENDATION:

Approximately \$6500 of Street Funds to complete the project using in-house labor and equipment.



CITY OF ORLAND STAFF REPORT

MEETING DATE: September 19, 2023

TO: Honorable Mayor and Council

FROM: Jody Meza, City Librarian

SUBJECT: Agreement for Glenn County Allocation of American Rescue Plan Act funds to Libraries (Action)

Authorize the City Librarian, or designee, to sign the agreement with the County of Glenn to receive ARPA funding for the purchase of library books and programmatic content.

BACKGROUND:

The Board of Supervisors approved the use of American Rescue Plan Act funds, in the amount of \$25,000 for the Orland Library, and \$10,000 each for Hamilton City, Bayliss, and Elk Creek Libraries, to give financial assistance to the public libraries to help with the purchase of new books, program, and other necessary educational resources at the August 29th, 2023 meeting.

DISCUSSION:

The libraries are eligible organizations that serve the residents of Glenn County and provide materials to the public that address educational disparities and promote healthy childhood environments.

Attachment: ARPA funding Agreement between the City of Orland and the County of Glenn regarding the Library Program

RECOMMENDATION: Approve agreement, authorize Mayor to execute as recipient.

FISCAL IMPACT OF RECOMMENDATION: The County will pay the City \$25,000 for the purchase of materials for the Orland Free Library; \$10,000 for the purchase of materials for the Hamilton City Library; \$10,000 for the purchase of materials for the Bayliss Library; \$10,000 for the purchase of materials for Elk Creek Library.

City of Orland Library Agreement

This funding agreement between the Glenn County School Libraries ("the Program") and the County of Glenn is funded through an allocation of American Rescue Plan Act (ARPA) funds by the Glenn County Board of Supervisors to the City of Orland for the Library Program impacted by COVID-19. This Agreement is between the County of Glenn ("Administrator") and the City of Orland ("the Recipient"), representative of _____ located at _____.

The Administrator has determined that Recipient is eligible for funding based upon the eligibility criteria set forth by the U.S. Treasury, for the administration of the City of Orland Library Program.

Terms

Subject to the terms and conditions of the Program, County of Glenn agrees to pay to Recipients the sum of \$25,000, subject to the following:

Certifications

Recipient certifies that

- | | |
|----------------|--|
| Initials _____ | They understand there is only one allocation allowable per organization, and funds must be used for the sole purpose of the purchase of library books and programmatic content. |
| Initials _____ | They understand that any funds received may be considered taxable income, and as a result, a 1099-MISC will be issued for tax filing purposes, and they understand that it is their responsibility to determine any final tax applicability. |
| Initials _____ | They are an eligible organization located within the County of Glenn and serving the residents of Glenn County under the provision of addressing educational disparities, and promoting healthy childhood environments. |
| Initials _____ | They are authorized to sign on behalf of the organization. |
| Initials _____ | They meet all of the Program requirements. |

Acknowledgements

- | | |
|----------------|--|
| Initials _____ | Recipient acknowledges that once funds are allocated and recipients notified, all funding decisions are final. |
| Initials _____ | Recipient acknowledges that a review of all publicly available information will be made to determine if this award would constitute a duplication of benefits under federal guidelines. A duplication of benefits occurs when financial assistance from multiple federal sources intended for the same purpose is received, and the amount of assistance provided exceeds the total identified financial need for intended purpose. Any funds received under this program that are later determined to be a duplication of benefits may require repayment of the funds to the County of Glenn. |

Initials _____ Recipient acknowledges that the County of Glenn understand and support the public's right to access public records. Certain information submitted through this application is a public record and may be subject to disclosure under the California Public Records Act (PRA).

Attestations

Initials _____ Recipient hereby attests that they will not use these funds for the same purpose as other federal, state, or local funding received, such as the Payment Protection Program (PPP), Economic Injury Disaster Loan (EIDL) program, or other state and local grants, as this would constitute a duplication of benefits under federal guidelines.

Initials _____ Recipient hereby attests that they are not subject to backup withholding.

Initials _____ Recipient hereby attests that they will adhere to the federal and state guidance and requirements related to COVID-19, including all California Department of Public Health orders, dictates, and guidance in response to the COVID-19 emergency.

Initials _____ Recipient hereby attests that their organization has been impacted by: state mandated closures, declines in revenue or increased costs as a result of COVID-19.

Initials _____ Recipient hereby attests that the use of funds are in accordance with eligible activities as outlined in the Final Rule, which excludes districts from using funds to contribute to pension funds, use of funds for a debt service, replenish financial reserves, satisfy a judicial settlement, and other general restrictions as outlined in the Restrictions on Use.

Initials _____ Recipient hereby attests that their organization is in good standing and operates within the County of Glenn, CA.

Initials _____ Recipient declares under penalty of perjury that all information provided with this application is true and correct.

Recipient: _____

Signature: _____ Date: _____

Program Administrator: _____

Signature: _____ Date: _____



CITY OF ORLAND STAFF REPORT

MEETING DATE: September 19, 2023

TO: Honorable Mayor and Council

FROM: Jody Meza, City Librarian

SUBJECT: Glenn County Health and Human Services Agency Agreement

Authorize the City Librarian, or designee, to sign the agreement with the Health and Human Services Agency for the purpose of the Orland, Hamilton City, Bayliss, & Elk Creek Libraries partnering with Glenn County HHSA to provide the citizens of Glenn County with public health education, including timely access to COVID-19 mitigation, treatment, and prevention.

BACKGROUND:

The libraries are sources of educational materials and information for the public and the staff are accustomed to assisting people find and access health resources. Glenn County approved the agreement, not to exceed \$200,000 for fiscal year 2023/24 at the September 12, 2023 meeting.

DISCUSSION:

The City Librarian confirms that the Orland Free Library, Hamilton City Library, Bayliss Library, and Elk Creek Libraries have the capability of meeting HHSA's goals to provide information and access to public health materials and resources through the public libraries.

Attachment: Glenn County Health and Human Services Agreement

RECOMMENDATION: Approve agreements and authorize Mayor to execute as Contractor, Library Director Jody Meza to execute as Business Associate.

FISCAL IMPACT OF RECOMMENDATION: The City will invoice the County for compensation, up to \$200,000, for these services.

INDEPENDENT CONTRACTOR AGREEMENT Fiscal Year 2023-2024

This Independent Contractor Agreement ("Agreement") is made and entered into this *1st day of July 2023*, by and between Glenn County, a political subdivision of the State of California ("County"), and *City of Orland* ("Contractor").

RECITALS:

A. County has determined that it is desirable to retain Contractor *for the purpose of partnering with the Orland Free Library, the Hamilton City Chester Walker Memorial Library, the Bayliss Library, and the Elk Creek Community Library to provide the citizens of Glenn County with timely access to COVID-19 mitigation, treatment, and prevention; and*

B. Contractor represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. Contractor represents and warrants that Contractor is an independently established business entity formed as a *Local Government* that customarily provides services of the same nature as the services provided for County under this Agreement; and

D. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County; and

E. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement; and

F. The County desires to retain Contractor to perform the proposed services.

County and Contractor agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Contractor to perform all of the non-exclusive professional services described in Exhibit "A" which is attached hereto and incorporated herein by this reference which shall include *partnering with the Orland Free Library, the Hamilton City Chester Walker Memorial Library, the Bayliss Library, and the Elk Creek Community Library to provide the citizens of Glenn County with timely access to COVID-19 mitigation, treatment, and prevention* ("Services").

2. Term. Services under this Agreement shall commence on *July 1, 2023*, and shall continue until *June 30, 2024*, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

A. The compensation to be paid by County to Contractor for the professional services described in Exhibit "A" shall be the fixed price, annual price, monthly price or hourly rate set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference. Notwithstanding the foregoing, it is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered by this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any further amounts whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth herein are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

B. To the extent that Contractor is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized assistant/deputy and shall be reimbursed in accordance with the County's Reimbursement for Expenses policy contained in Title 7 of the Glenn County Administrative Manual.

C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed two hundred thousand dollars (\$200,000.00).** The County shall make no payment to Contractor in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Contractor agrees to testify at County's request if litigation is brought against County in connection with Contractor's work. Unless the action is brought by Contractor or is based upon Contractor's negligence or intentional tortious conduct, County will compensate Contractor for the testimony at Contractor's hourly rate as provided in Exhibit "B".

4. Invoice and Payments. Invoice and Payments. Contractor shall submit invoice(s) to the Glenn County Health & Human Services Agency, P.O. Box 611, Willows, CA 95988, Attention: Fiscal, or by e-mail to gchhsaccounts payable@countyofglenn.net within 15 days after completion of the services rendered during the preceding month as described in Exhibit A. Contractor shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The final invoice of each fiscal year must be received no later than July 10th of each fiscal year. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. County's Representative. County hereby designates the Health and Human Services Agency Director, or his or her designee, to act as its representative for the performance of this Agreement ("County's Representative"). County's Representative shall have the power to act on behalf of County for all purposes

under this Agreement. Contractor shall not accept direction or orders from any person other than County's Representative or his or her designee.

6. Contractor's Representative. Contractor hereby designates the *Orland Free Library Director*, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

7. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

If to the County:

Glenn County
Health and Human Services Agency
Attn: Administration
P.O. Box 611
Willows, California 95988
Telephone: (530) 934-6638
Email: admin@Countyofglenn.net

If to Contractor:

City of Orland
Attn: Jody Meza, Library Director
333 Mill St.
Orland, CA 95963
Telephone: (530) 865-1640
Email: jmeza@cityofwillows.org

Notice shall be deemed to be effective two days after mailing.

8. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Contractor is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Contractor herein and Contractor shall have the right to provide the same or similar services to entities other than County without restriction. Contractor shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Contractor shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that

County shall not withhold from Contractor's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Contractor is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Contractor shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Contractor's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Contractor agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Contractor under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Contractor's activities under this Agreement, or any of them, are found by the California Public Employee's Retirement System (CalPERS) to be those of an employee rather than an independent contractor, Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

9. Authority of Contractor. It is understood that Contractor is to provide information, research, advice, recommendations, and consultation services to the County. Contractor shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Contractor.

10. Ownership of Materials, Confidentiality, Photographs and Recordings.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates an exclusive and perpetual license for County to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer media, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that County is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by County. County 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 County's sole risk.

B. Intellectual Property. In addition, County shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Contractor under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Contractor under this Agreement. County shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by County, whether or not developed in conjunction with Contractor, and whether or not developed by Contractor. Contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of County. Contractor shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of County. All materials and documents which were developed or prepared by the Contractor for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein. County further is granted by Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

C. Confidentiality.

1. Except as otherwise required by law, all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of County, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use County's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of County. Should Contractor receive a subpoena or court order related to this Agreement or Services, Contractor shall immediately provide written notice of the subpoena or court order to County in order to allow County to pursue legal remedies designed to limit any confidential information required to be disclosed or to assure the confidential treatment of the information following disclosure. Contractor shall not respond to any such subpoena or court order until notice to the County is provided as required herein and shall cooperate with the County in responding to the subpoena or court order.

2. Personally Identifiable Information ("PII") is defined as an individual's first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to: social security number, passport number, credit card number(s), clearances, bank numbers,

biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

(i) To the extent that the work under this Agreement requires the Contractor to have access to PII, the Contractor shall, after receipt thereof, treat such PII as confidential and safeguard such information from unauthorized use and disclosure. Contractor agrees to execute a Confidentiality Agreement protecting PII, when necessary, and further agrees not to appropriate such PII for its own use or to disclose such information to third parties unless specifically authorized by the County, in writing. If and when Contractor becomes aware of or should reasonably have been aware of a breach of PII, Contractor shall notify County within two (2) business days.

(ii) The County and Business Associate intend to protect the privacy and provide for the security of protected health information (PHI) disclosed to Business Associates pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Health Information Technology for Economic and Clinical Health Act (HITECH), and regulations promulgated there under by the U.S. Department of Health and Human Services Agency and other applicable laws.

(iii) As part of the HIPAA Regulations, the Privacy and Security Rules require the county to enter into a contract containing specific requirements stated within the Business Associates Agreement form (BAA) prior to disclosure of public health information (PHI), which is attached hereto, known as Exhibit C, and incorporated herein by this reference.

D. Infringement Indemnification. Contractor shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use by County of the Documents & Data, including any method, process, product, or concept specified or depicted.

E. Photographs and Recordings. In performing the Services contemplated by this Agreement, Contractor may be given access to facilities, processes, events, and employees that are not otherwise accessible to the general public. In addition to the limitations set forth in paragraph C above, Contractor agrees not to photograph, videotape, or otherwise record any such facility, process, event, or employee without the express, written, consent of the County and shall ensure that Contractor's officers, employees, representatives, agents, and subcontractors comply with this provision. Contractor further agrees that it shall not publish, post, disseminate, or make public any photograph, videotape or recording of any facility, process, event, or employee taken in violation of this provision shall ensure that Contractor's officers, employees, representatives, agents, and subcontractors comply with this provision. Failure to comply with the restrictions contained in this paragraph shall constitute grounds for the immediate termination of this Agreement and shall entitle County to the recovery of any and all damages incurred as a result thereof including reasonable attorneys' fees. Contractor shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any violation of this paragraph.

11. Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent

acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services under this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against County, its officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against County or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse County and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by County or its officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This section shall survive any expiration or termination of this Agreement.

12. Insurance. Without limiting Contractor's indemnification of the County, Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees, and subcontractors.

A. Minimum Scope and Limit of Insurance.

1. Coverage shall be at least as broad as:

(i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

(iii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if Contractor certifies that it has no employees).*

☐ Contractor certifies that it has no employees: _____

Signature of Contractor

(iv) Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. This provision may be waived by the Glenn County Administrative Officer.

☐ Waived: _____

Signature of County Administrative Officer

(v) Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This provision may be waived by the Glenn County Administrative Officer.

☐ Waived: _____
Signature of County Administrative Officer

2. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Contractor.

B. Other Insurance Provisions.

1. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(i) Additional Insured Status. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) Primary Coverage. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(iv) Waiver of Subrogation. Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the

payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(v) Self-Insured Retentions. Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

(vi) Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

(vii) Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

(a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work;

(b) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services; and

(c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

2. Verification of Coverage. Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

3. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

4. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to County. County shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement. In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

5. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work under this Agreement, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to:

- (i) Adequate life protection and lifesaving equipment and procedures;
- (ii) Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and
- (iii) Adequate facilities for the proper inspection and maintenance of all safety measures.

13. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Contractor and any subcontractors are engaged.

B. Contractor represents and warrants that it is professionally qualified to perform the Services described herein; acknowledges that County is relying upon Contractor's qualifications to perform these Services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Contractor from its obligation to perform the Services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Contractor shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in this Agreement may be reduced to account for such nonperformance.

14. Responsibility of Contractor.

A. Contractor shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Contractor shall coordinate the activities of all subcontractors and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Contractor of any defect in Contractor's performance.

C. The Services shall be performed by Contractor or under its supervision. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under

Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

15. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County's final payment:

A. Contractor shall allow County's authorized representatives reasonable access during normal business hours to inspect, audit, and copy Contractor's records as needed to evaluate and verify any invoices, payments, and claims that Contractor submits to County or that any payee of Contractor submits to Contractor in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, subcontractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Contractor shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

16. Compliance with Law. Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

17. Equal Opportunity Employment. Contractor 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, handicap, 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. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

18. Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

19. Conflict with Laws or Regulations/Severability.

A. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is

lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

B. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to County, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold County, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

20. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the annual monetary limits delegated to the Purchasing Agent (currently \$50,000.00), or any authorized deputy, are not valid unless specifically authorized by the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars (\$50,000). If this Agreement was executed by an authorized assistant or deputy Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount delegated to that assistant or deputy by the County Purchasing Agent.

21. Subcontracting and Assignment. Contractor shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

22. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

23. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, 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, County shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of County, during the term of his or her service with County, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

24. Employment Adverse to County. Contractor shall notify County, and shall obtain County's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against County during the term of this Agreement.

25. Conflict of Employment. Employment by Contractor of personnel currently on the payroll of County shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on County's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with County, is prohibited.

26. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

27. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

28. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

29. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

30. Time of Essence. Time is of the essence for each and every provision of this Agreement.

31. Cooperation; Further Acts. The parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

32. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

33. Entire Agreement. This Agreement constitutes the entire Agreement between the parties for the provision of services to County by Contractor and supersedes all prior oral and written agreements and communications.

34. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

35. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

36. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Contractor warrants that the individual who

has signed this Agreement has the legal power, right, and authority to make this Agreement and bind the Contractor.

37. Counterparts/Electronic, Facsimile, and PDF Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

[illegible]

CONTRACTOR/CITY OF ORLAND

By: _____

Name: _____

Title:

Date _____

COUNTY OF GLENN:

By: _____
Scott H. De Moss, County Administrative Officer
County of Glenn, California

Date

COUNTY OF GLENN:

By: _____
Christine Zoppi, Director
Health and Human Services Agency

Date

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Glenn County, California

Date

Health and Human Services Agency:

- ☐ Approved by Deputy Director of Administration _____
- ☐ Approved by Fiscal Manager _____
- ☐ Approved by Assistant Deputy Director of Public Health _____

Exhibits:

- Exhibit A – Scope of Work
- Exhibit B – Fee Schedule
- Exhibit C – Business Associates Agreement

Exhibit A**SCOPE OF WORK**

The Scope of Work shall include the following libraries and locations throughout the term of this Agreement:

1. Orland Free Library, located at: 333 Mill St., Orland, CA 95963
2. Hamilton City Chester Walker Memorial Library, located at: 330 Broadway, Hamilton City, CA 95951
3. Bayliss Library, located at: 7830 County Rd 39, Glenn, CA 95943
4. Elk Creek Community Library, located at: 3434 County Rd 309, Elk Creek, CA 95988

During the term of this agreement, Contractor shall:

1. Assign a point of contact for Glenn County Health and Human Services Agency (HHSA) to work with and meet quarterly to discuss what's working well and address any challenges.
2. Facilitating outreach and education to the public.
3. Passing out educational materials.
4. Assisting public with immunization clinic sign ups.
5. COVID-19 OTC test kit distribution (base on OTC Test availability) and/or purchasing OTC testing based on community need.
6. Providing location for Public Health meetings, groups, and vaccine clinics within their means.
7. Adding a HHSA link on their website that would take them to HHSA, Department of Public Health COVID-19 page for resources and information.

During the term of this Agreement, County shall:

1. Meet with Contractor quarterly to discuss what's working well and address any challenges.
2. Provide Contractor with educational materials to be passed out.
3. Provide Contractor with the HHSA link to the Department of Public Health COVID-19 page for resources and information, for the Contractor to add to their website.

Both Parties agree to:

1. All other duties as mutually agreed by the two departments

Exhibit B**FEE SCHEDULE**

Breakdown of each library as listed in Exhibit A, paragraph 1.

Item	Item Detail	Estimated Costs
1. Orland Free Library		
Staffing	Point of Contact staff person; Staff facilitating and assistance with all related activities ie. immunization, outreach & education to public, test and materials distribution, programming, all other duties agreed upon	\$61,500
Technology & Materials	Website, computer & audiovisual equipment and setup for public access to health info, meetings, trainings, and education	\$22,000
Facilities	Meeting room usage, testing, utilities, display space, etc.	\$16,500
Orland Free Library Total		\$100,000
2. Hamilton City Chester Walker Memorial Library		
Staffing	Facilitating and assistance with all related activities i.e., outreach & education to public, test and materials distribution, programming, all other duties agreed upon	\$31,500
Technology & Materials	Computers, website, equipment, and setup for public access to health info, meetings, trainings, and education	\$18,500
Hamilton City Branch Library Total		\$50,000
3. Bayliss Library		
Staffing	Facilitating and assistance with all related activities i.e., outreach & education to public, test and materials distribution, programming, all other duties agreed upon	\$14,000
Technology & Materials	Computers, equipment, and setup for public access to health info, meetings, trainings, and education	\$11,000
Bayliss Library Total		\$25,000
4. Elk Creek Community Library		
Staffing	Facilitating and assistance with all related activities i.e., outreach & education to public, test and materials distribution, programming, all other duties agreed upon	\$14,000
Technology & Materials	Computers, equipment, and setup for public access to health info, meetings, trainings, and education	\$11,000
Elk Creek Public Library Total		\$25,000
Grand Total		\$200,000

Exhibit C

GLENN COUNTY BUSINESS ASSOCIATE AGREEMENT

[This addition to the contract is required for every contract in which the service contracted for involves the provision of medical, dental, pharmaceutical, psychological, psychiatric or any other service in which client's Protected Health Information could at some point be used or disclosed to the contractor.]

This Business Associate Agreement ("Agreement") supplements and is made a part of the contract ("Contract").

The County and Business Associate intend to protect the privacy and provide for the security of protected health information (PHI) disclosed to Business Associate pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and regulations promulgated there under by the U.S. Department of Health and Human Services and other applicable laws.

As part of the HIPAA Regulations, the Privacy and Security Rules require the County enter into a contract containing specific requirements with its Business Associates prior to disclosure of PHI.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

DEFINITIONS

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms used in the above referenced regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

1. **Compliance:** Business Associate shall comply with, and assist the County in complying with the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164). Business Associate shall further comply with, and assist the County in complying with the Health Information Technology for Economic and Clinical Health Act (including but not limited to 42 U.S.C. 17921 "HITECH").
2. **Independent Contractor:** It is specifically and expressly understood between the parties that the Contract and this Agreement creates no relationship of employer/employee between the parties and that contractor is, and shall remain throughout the term of this Contract and Agreement, an independent contractor. Contractor agrees that he is not, and will not become, an employee, partner, agent, or principal of County while this Agreement is in effect.
3. **Permitted Uses and Disclosures:** Business Associate shall not use or disclose protected health information (PHI) except for the purpose of performing Business Associate's obligations under the Contract, as permitted under the Contract and Agreement, and as required by law. Business Associate shall not disclose PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement, or as required by law.

4. **Prohibited Uses and Disclosures:** Business Associate shall not use or disclose PHI for fundraising or marketing purposes. Except as otherwise required by law, Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with prior written consent of the County and as permitted by the HITECH Act. However, this prohibition shall not affect payment by the County to Business Associate for services provided pursuant to the Contract.
5. **Appropriate Safeguards:** Business Associate shall implement appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains or transmits on behalf of the County, from use or disclosure other than as provided for by this Agreement. Business Associate shall comply with 45 C.F.R. Sections 164.308, 164.310, and 164.312. Business Associate shall also comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including but not limited to, 45 C.F.R. Section 164.316.
6. **Report of Improper Access, Use, or Disclosure:** Business Associate shall report to the County any access, use, or disclosure of the PHI not permitted by this Agreement, including but not limited to security incidents of which the Business Associate becomes aware.
7. **Business Associate's Agents:** Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI received from, created, or received by Business Associate on behalf of the County, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
8. **Access to PHI:** Business Associate shall, within ten (10) days of receipt of a request from the County, provide access to PHI maintained by the Business Associate, or its agents or subcontractors, in a Designated Record Set. This PHI will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR 164.524. If Business Associate maintains an Electronic Health Record (EHR), Business Associate shall provide such information in electronic format to enable the County to fulfill its obligations under the HITECH Act.
9. **Amendment of PHI:** Business Associate shall, within ten (10) days of receipt of a request from the County, make any amendment(s) to PHI maintained in a Designated Record Set that the County directs, pursuant to 45 CFR 164.526, at the request of the County or an Individual. If any individual requests an amendment of PHI directly from the Business Associate, or its agents or subcontractors, Business Associate must, within five (5) days of the request, notify the County in writing. Any approval or denial of amendment to PHI maintained by the Business Associate, or its agents or subcontractors, shall be the responsibility of the County.
10. **Accounting Rights:** Business Associate shall, within ten (10) days of notice by the County, make available to the County information required to provide an accounting of disclosures to enable the County to fulfill its obligations under section 164.528 of the Privacy Rule and the HITECH ACT. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate, and its agents or subcontractors, for at least six (6) years prior to the request.
 - a. If Business Associate uses or maintains an EHR with respect to PHI (1) the exception for tracking disclosures of PHI related to treatment, payment or health care operation purposes no longer applies and

(2) information relating to disclosures are required to be collected and maintained for only three (3) years prior to the request. This only applies to the extent the Business Associate uses or maintains an EHR.

- b. In the event that the request for an accounting is delivered directly to the Business Associate, or its agents or subcontractors, Business Associate shall within five (5) days of a request, forward it to the County in writing. It shall be the County's responsibility to prepare and deliver any such accounting requested.
 - c. At a minimum, the information collected and maintained shall include: (1) the date of the disclosure; (2) the name of the entity or person; (3) a brief description of PHI disclosed; and (4) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or in lieu of such statement, a copy of the individual's authorization, or a copy of the written request for disclosure.
11. **Government Access:** Business Associate shall make internal practices, books, and records relating to the use and disclosure of PHI available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of determining compliance with the Privacy Rule. Business Associates shall provide to the County a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such information to the Secretary.
 12. **Minimum Necessary:** Business Associate, and its agents or subcontractors, shall request, use and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
 13. **Breach Pattern or Practice by Covered Entity:** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the Contract or Agreement or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of the Department of Health and Human Services. The Business Associate shall provide written notice to the County of any pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the Contract or Agreement or other arrangement within twenty-four (24) hours of discovery and shall meet with the County to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
 14. **Notification of Breach:** During the term of the Contract, Business Associate shall notify the County within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized access, use, or disclosure of PHI of which the Business Associate becomes aware and or any actual use or disclosure of data in violation of any applicable federal or state laws or regulations. This notice shall include, to the extent possible, the identification of each individual whose PHI has been or is reasonably believed by the Business Associate to have been accessed, acquired, or disclosed during the breach. Business Associate shall provide the County with any other available information that County is required to include in the notification to the affected individuals. Business Associate shall take (1) prompt corrective action to cure any such deficiencies and (2) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulation.

15. **Mitigation:** Business Associate shall mitigate, to the extent practical, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

TERMINATION

16. **Material Breach:** A breach by Business Associate of any provision of this Agreement, as determined by County, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract by the County.
17. **Judicial or Administrative Proceedings:** The County may terminate the Contract, effective immediately, if (1) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations, or other security or privacy laws or (2) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceedings in which the party has been joined.
18. **Termination for Convenience:** County may terminate this Agreement at any time at its pleasure upon giving thirty (30) days written notice.
19. **Effect of Termination:** Except as provided in subparagraph A of this section, upon termination of the Contract for any reason, Business Associate shall, at the option of the County, return or destroy all PHI that Business Associate still maintains in any form, and shall retain no copies of such PHI. This provision shall apply to PHI that is in the possession of subcontractor or agents of the Business Associate.
 - a. If return or destruction is not feasible, as determined by the County, Business Associate shall continue to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate, or any of its agents or subcontractors, maintain such PHI.
 - b. If the County elects destruction of the PHI, Business Associate shall certify in writing to the County that such information has been destroyed.

AMENDMENT

20. **Amendment to Comply with Law:** The parties acknowledge that state and federal law relating to data security and privacy are rapidly evolving and that amendment of the Contract or Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security and confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH ACT, the Privacy Rule, the Security Rule, or other applicable laws. County may terminate the Contract upon thirty (30) days written notice in the event (1) Business Associate does not promptly enter into negotiations to amend the Contract or Agreement when requested by County pursuant to this Section or (2) Business Associate does not enter into an

amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

County:
Glenn County
Health and Human Services Agency

Business Associate:
City of Orland

Signature: _____

Signature: _____

Print Name: Christine Zoppi, Director

Print Name:

Date: _____

Date: _____

The wording of this attachment,
unless modified, is approved by
Tami Hanni
HIPAA Privacy and Security Officer
Glenn County



CITY OF ORLAND STAFF REPORT

MEETING DATE: September 19, 2023

TO: Honorable Mayor and Council

FROM: Paul Rabo, City Engineer

SUBJECT: City Council discussion and possible action to award a consultant contract for the City of Orland Emergency Groundwater Resource Project – Multiple Phases (Action)

BACKGROUND:

In September 2021, the City of Orland began working with the State of California Department of Water Resources (DWR) to layout, design and construct improvements to the City's water system. The primary goal for the project is to supply residents, inside and outside of City Limits, with a safe and reliable source of drinking water. The proposed project improvements include a new municipal groundwater well, water storage tank, water mains, fire hydrants and residential water services.

During construction of the proposed improvements, the City of Orland will be responsible for providing materials sampling and testing and special inspection services. The City is unable to perform these particular services due to the lack of testing equipment and personnel that is not certified to perform the work. To assist with these services, the City issued an Informal Bid Invitation to find a qualified consultant that could perform these services.

The Informal Bid Invitation was sent to seven consultants on August 31, 2023 and qualifications were opened on September 12, 2023. A total of three consultants responded to the invitation: ACE Quality Control, M.T. Hall & Associates, Inc. and NV5. All three consultants have successfully performed work for the City on past public works projects.

ANALYSIS:

Staff has reviewed the consultant qualifications and cost proposals and recommends the City award a contract to M.T. Hall & Associates, Inc.

RECOMMENDATION:

- 1) Staff recommends the City Council award a consultant contract to M.T. Hall & Associates, Inc.; and
- 2) Authorize the City Manager to execute the contract and all other documents necessary to complete the project.

FISCAL IMPACT OF RECOMMENDATION:

State of Qualifications – M.T. Hall & Associates, Inc.



Statement 4. G. Qualifications

September 12, 2023

**Sampling & Materials
Testing Services**

Submitted to:
City of Orland Public Works
815 Fourth Street
Orland, CA 95963

M.T. Hall & Associates, Inc.

609 Entler Avenue, Suite 4
Chico, CA 95928
530-893-2181-www.mthallassociates.com



M.T. Hall & Associates, Inc.

Materials Testing & Inspection Services

September 12, 2023

City of Orland – Sampling & Testing Service
City of Orland – Department of Public Works
815 Fourth Street
Orland, CA 95963

Subject: Proposal to provide Sampling And Material Testing Service for Orland Emergency Groundwater Resources Project

M.T. Hall & Associates is excited for the opportunity to provide our proposal for Sampling And Material Testing Services for the City of Orland. MTH Geotechnical & Materials Testing Division is certified by the California Department of Transportation (Caltrans), American Association State Highway and Transportation Officials (AASHTO), State Army Corp of Engineers (USACE), and Division of State Architect (DSA) to provide field and laboratory testing, construction quality assurance, construction quality control and special inspection of infrastructure, roadways and bridge improvement projects.

MTH operates with an impressive team of engineers and highly qualified technicians to service the sampling and material testing needs for this project. MTH intends to perform all testing requirements with our team of technicians and engineers and does not intend to utilize subcontractors. All staff is readily available at the time of the project inauguration. Additionally, our facilities are located in Chico, offering an effective geographic location for servicing the projects. With over 80 years of combined experience, our staff has a comprehensive array of professional certifications, as outlined in our proposal. We are committed to providing reliable services at an economical rate without any hidden or increased fees.

Our company is highly experienced in Capital and Federal-Aid Improvements Projects within the City of Orland and its surrounding Northern California areas. MTH on-call contracts for materials testing and geotechnical engineering have included, Butte County Public Works, City of Live Oak, City of Chico, Tehama County, City of Corning, and The City of Oroville. MTH has also performed work for additional agencies, including Glenn County, Yuba County, Town of Paradise, Sutter County, Trinity County and The City of Orland.

M.T. Hall & Associates is prepared to fulfill all aspects of the RFP for Sampling And Material Testing, as directed by the City of Orland or their designee during the contracted term. We will ensure all materials used in construction conform and are properly tested per the City of Orland Quality Assurance Program (QAP) manual and project specifications.

This proposal includes information about our firm's qualifications/experiences, capabilities, and staff arrangement. We have provided contact information for references and our cost proposal. The following M.T. Hall & Associates proposal is a firm offer to enter a binding contract with the City of Orland in accordance with the provisions of Project.

Tom Hall will serve as the point of contact for work related to this contract. Mr. Hall is a Professional Engineer and President of M.T. Hall & Associates, with over 35 years in the industry. Should you have any questions or require additional information, please do not hesitate to contact Mr. Hall via the following contact information:

Tom Hall, PE- President
609 Entler Avenue, Suite #4
Chico, CA 95928
Cell - Phone: (530) 520-3360
Office – (530) 893-2181
Fax: (530) 893-4647
Email: tom@mthallassociates.com

Federal Tax ID Number: 46-2725027
DIR Public Works Number: 1000025222

Sincerely,
M.T. Hall & Associates, Inc.



Tom Hall, P.E. - President

Executive Summary

Company Background

M.T. Hall & Associates, Inc. (MTH) provides over 80 years of experience in geotechnical engineering, construction quality assurance, and contractor quality control for public and private projects. MTH has performed a broad range of services for a variety of clients, including cities, counties, towns, school districts, contractors, engineers, and developers. MTH has performed pavement section designs, full depth reclamation designs for lime and cement, provided private development and municipal agencies with complete geotechnical reports for residential structures including bridges and roadways. Mr. Hall has extensive experience in design and has managed a stabilization company for eight (8) years. Our team's ten experienced and dedicated members understand what is needed to provide the county material testing.

MTH has provided our services for hundreds of projects requiring testing and observation of trench backfill, earthwork, concrete placement, and asphalt testing. These projects include a 4-mile new road segment with a bridge in Trinity County, the Eaton Road Roundabout project in Chico and the repaving of Skyway completed by Butte County in 2022. The projects required trench backfill for multiple City of Chico Nitrate projects, earthwork testing for subgrade, embankment, trench backfill, structural fill, finish aggregate base, paving, and concrete testing for bridges, including plant inspections. MTH has extensive experience in submittal review for aggregates, concrete, and hot mix asphalt. MTH laboratory performed over 3,400 tests in the last two years including over 300,000 tons of asphalt. MTH is certified and meets the staffing requirements to provide the county testing for soils, aggregate, concrete and asphalt.

The MTH laboratory and office is in Chico, California, only 30 miles from the City of Orland Public Works Office. As a local Northern California business, MTH is dedicated to maintaining our presence and reputation as a quality firm in the region. While we cover a wide range of territory, we are most passionate about serving the communities close to home.

Qualifications

MTH is recognized by the American Association of State Highway (AASHTO), California Division of State Architects (DSA), United States Army Corps of Engineers (USACE), and California Department of Transportation (Caltrans). Our firm also meets the qualifications and requirements stated in the Caltrans Local Assistance Procedure Manual (LAPM), and we are familiar with the city's quality assurance program. Under the direction of our Professional Engineer, Mr. Tom Hall, P.E., Ross Khiabani, P.E., G.E., and Quality Control Manager, Mr. Michael Wright, our materials testers and geotechnical laboratory are capable of providing a full range of geotechnical engineering and materials testing services.

MTH has licensed, certified, and experienced personnel with over eighty years of combined experience to provide the City of Orland with a proven approach to materials testing and inspection duties on this project. Above all, we are committed to maintaining reliable working relationships with all our clients by providing direct communication and flexible scheduling that ensures quality work on time and within budget.

Relevant Project Experience

City of Chico On-Call Testing Contract

MTH worked on nine capital improvement projects, including Nitrate 3N Phase 5 Unit 1, 3S Phase 6 Hampshire Unit 5 & 6, Esplanade Road Rehabilitation, Comanche Creek Greenway Phase 2, Northwood Commons, S.R. 99 Bike Path, Park Ave. Rehabilitation, Eaton Roundabout

Since many of these projects were in construction simultaneously, MTH often utilized one technician to cover multiple jobs, which reduced standby time at the projects. MTH provided field and laboratory testing, including trench backfill, subgrade, embankment, structural fill, aggregate base, hot mix asphalt, concrete, and slurry seal.

Key MTH personnel included: Tom Hall, Richard Kuntz, Andrew Hall, and Michael Wright and Xavier Blugh

Estimated Project Budget= \$445,172 | Actual Cost= \$299,767

City of Chico On-Call Testing Contract
Comanche Creek Pedestrian Bridge Foundation Design Recommendation, Completed
Winter of 2016, Project No. 50282

MTH completed geotechnical services for the City of Chico for the Bicycle/Pedestrian Bridge across Comanche Creek. The Scope of Work included geotechnical investigation, geotechnical report with design parameters, and the design of abutments for an 80-foot long by 12-foot-wide pedestrian bridge.

MTH also performed lab and field testing of construction materials for structural fill, aggregate base, concrete, and HMA sampling and testing. This project was completed on time and under budget.

Key MTH personnel included: Tom Hall, Richard Kuntz, Andrew Hall, and Michael Wright

Estimated Project Testing Budget= \$34,500 | Actual Cost= \$32,950

Lance Gulch Road Connection of SR 299 and S.R. 3, Phase 1 & 2, Completed Winter of
2015, Project No. 14-Road-01 and 14-Road-02

MTH provided quality assurance testing and inspection for Trinity County (City of Weaverville, CA) as part of the Vali Cooper and Associates team. The project consisted of more than four miles of new road construction, construction of a new bridge 44' wide by 200' span, and a 10' X 10' X 50' reinforced cast-in-place box curvet. Work included nuclear density testing for soils and aggregates, concrete placement, native, import, and HMA sampling and testing. This project was completed on time and under budget.

Key MTH personnel included: Tom Hall, Richard Kuntz, Andrew Hall, and Michael Wright

Estimated Project Testing Budget= \$163,765 | Actual Cost= \$137,933.61

Butte County

Ophir Road FDR-Cement Rehabilitation, Project No. 21461-2019-03

MTH work included the development of FDR-C mix design and lab and field testing of HMA. In addition, we performed quality assurance testing and inspection per Caltrans Standard Specifications and Butte County plans and specifications. The project was completed on time.

Key MTH personnel included: Tom Hall, Andrew Hall, and Phillip Grey

Estimated Project Testing Budget= Time + Materials | Actual Cost= \$32,950

Butte County

Oro-Quincy Hwy Slide Repair, Project No. 553-5317-11

MTH performed the laboratory testing and field compaction testing of soils and HMA. In addition, we performed quality assurance testing and inspection per Caltrans Standard Specifications and Butte County Plans and Specifications. The project was completed on time.

Key MTH personnel included: Tom Hall, Cuauhtemoc Guitierrez

Estimated Project Testing Budget= Time + Materials | Actual Cost= \$34,730

Butte County

Skyway Overlay

This overlay consisted of more than 70,000 tons of HMA and 15,000 tons of HMA Open Grade. MTH performed field compaction testing, sampling and laboratory testing every 750 tons. Testing included oil content, Max. Theo. Density, and RAP gradations on 124 samples. HMA quality assurance testing and inspection were performed per the 2018 Caltrans Standard Specifications. This project was completed on time and within budget.

Key MTH personnel included: Tom Hall, Andrew Hall, Xavier Blugh

Estimated Project Testing Budget= Time + Material | Actual Cost= \$61,336

Caltrans & Public Works Paving Projects 2021 & 2022

Various Project Numbers

MTH performed field density testing on more than 300,000 tons of asphalt for various contractors and agencies. Our technicians spent over 250 days in the field performing sampling, density testing, and coring. Though much of this work was for the contractor as quality control, the experience our technicians gained was invaluable in providing agencies such as the Butte County with highly competent field technicians. The projects were completed on time.

Key MTH personnel included: Tom Hall, Andrew Hall, Michael Wright, Don Thompson and Taner Gilbert

Estimated Project Testing Budget= \$1,01,840 | Actual Cost= \$813,152

2021-2022 MTH Laboratory Testing

MTH's certified laboratory has demonstrated proficiency in testing construction materials by participating in Caltrans and AASHTO reference sample programs. Below I have summarized the amount of testing completed in the last two (2) years, not including these reference programs.

CT 202- Sieve Analysis.....	680
CT 216- Relative Compaction of Soil.....	102
CT 301- R-values.....	136
AASHTO 209- Max. Specific Gravity.....	238
AASHTO- Asphalt Content.....	408
CT 521- Compressive Strength of Cylinders.....	1891

Scope of Service

MTH Professional Engineer Tom Hall oversees all the listed services and testing to ensure material testing meets standards set by the approved project plans. M.T. Hall & Associates understands that the scope of this contract would include, but is not limited to, the following services:

- Soil Testing
- Aggregate Testing
- Concrete Testing
- Hot Mix Asphalt Testing

MTH lab and field personnel are certified by Caltrans to perform the tests specified by the RFP.

Field Capabilities

MTH can provide certified technicians for any material testing or inspection duties, including but not limited to the following:

- ICC Special Inspection in Soils, Reinforced Concrete, Structural Masonry, Structural Steel, Structural Welding, Post Tensioning and Fireproofing
- Caltrans Quality Assurance or Quality Control Testing
- Department of State Architecture (DSA) Inspections and Testing
- Asphalt Plant Quality Control Monitoring and JMF Verification
- Concrete Batch Plant Inspections and JMF Verification
- ACI Concrete Sampling and Testing
- Coring and Drilling

Lab Capabilities

MTH provides a full-service laboratory that offers the following services in ASTM, AASHTO, or Caltrans Test Methods:

Geotechnical Engineering

- Soils investigation, design, and reporting
- Pavement investigations and design

Soils/Aggregates

- Moisture Density Curve
- Plastic Index
- Sand Equivalent
- Unit Weight
- Hydrometer Analysis
- Sieve Analysis
- Absorption (Fine/Coarse)
- Cleanliness of Coarse Aggregate
- Fine Aggregate Angularly
- #200 wash
- Moisture Content
- Durability Index
- Fractured Face
- Specific Gravity (Fine/Coarse)
- Organic Impurities
- R-values
- Percentage of Crushed Particles
- Flat and Elongated Particles

Concrete

- Compressive Strength of Concrete, Grout, and Mortar
- Concrete Mix Design

Asphalt

- Asphalt Moisture Content
- Bituminous Content (Ignition)
- Aggregate/RAP Gradation
- Bulk Specific Gravity of HMA and Field Cores
- Stability
- Theoretical Maximum Specific Gravity (RICE)
- Air Voids
- HMA Mix Density

**Please note that the MTH lab equipment is calibrated per AASHTO, Caltrans, and ASTM standards annually. Our calibrations are performed in-house or outsourced to Advanced Calibration and Pacific Nuclear Technologies. MTH will provide our calibration records and inspection evaluations upon request.*

Statement of Commitment

MTH will maintain lab certification, technician certifications and will perform sampling and field testing services as requested by The City of Orland for soils, aggregates, hot mix asphalt and concrete for the duration of the contract.

MTH Staff

Staffing Plan

MTH is proud to provide consistent and reliable certified technicians to our clients. Of the 10 members of our staff that will be assigned to County of Butte projects, eight have been with MTH more than 5 years, and our two newest technicians, Don Thompson and Taner Gilbert joined us in (2022).

Tom Hall, Professional Engineer

Tom has over 35 years of civil engineering experience in civil site design, construction management, soil stabilization, construction inspection, and materials testing. As our Construction Service Engineer, Tom will be the primary contact for any project. He will allocate adequate resources to complete the project within the desired time frame and provide oversight and quality control. Tom will ensure the project tasks are completed competently and efficiently.
Caltrans Certified Technician

Ross Khiabani, Professional Engineer, Geotechnical Engineer

Ross brings over 40 years of experience performing geotechnical engineering design and construction services. He graduated with an M.S. in Geotechnical Engineering from CSU Long Beach and has provided geotechnical investigation and analysis on a wide range of projects across California. His experience will provide valuable insight into any geotechnical scenario. Ross will deliver a sound design and innovated cost-effective solutions to upcoming projects.

Richard Kuntz, Assistant Laboratory Manager

Rick has nearly 15 years of knowledge in earthwork and concrete testing procedures. For several years, he managed the laboratory for the U.S. Bureau of Reclamations Mid-Pacific Construction Office until retiring in March 2013. He has experience coordinating multiple projects for materials testing purposes, technical review of submittals, in-house training, and performing various lab test methods in ASTM and AASHTO.

Jaseal Ruiz, Laboratory and Field Technician

Jaseal has over 3 years of experience performing testing, inspection, and project management. He has overseen numerous Caltrans, Federal, and privately developed projects building a vast knowledge in Caltrans, AASHTO, and ASTM test methods for use in the field and laboratory. Andrew has experience in several administrative duties, including job proposal estimating, lab billing, project coordination, and final reporting. He has acquired and sustains laboratory accreditations in AMRL, Caltrans, and the Division of State Architects.
Caltrans & AASHTO Certified Technician

Don Thompson, Laboratory/ Field Technician

Don has over ten years of construction inspection and materials testing experience and has overseen Caltrans, Federal, and private development projects. He has developed considerable knowledge in Caltrans, AASHTO, and ASTM test methods for use in the laboratory and field. He has acquired and sustained field and laboratory certifications from Caltrans and ACI.

Caltrans Certified Technician

Michael Wright, Laboratory/ Field Technician

Michael has over ten years of construction and construction safety experience and is starting his ninth year performing inspection and material testing. He has been on numerous Caltrans, Federal, and private development projects and has in-depth knowledge in Caltrans, AASHTO, and ASTM test methods for use in the field and lab. He has acquired and sustained field and laboratory certifications from Caltrans and ACI.

Caltrans Certified Technician

Taner Gilbert, Field Technician

Taner has spent one year in the field, gaining valuable experience in testing and inspection of material. Prior to joining MTH he worked as a construction inspector for the Town of Paradise. He has worked on multiple Caltrans, Federal and private development projects and has acquired and maintained Caltrans certifications for soil and HMA field testing and some lab testing.

Caltrans Certified Technician

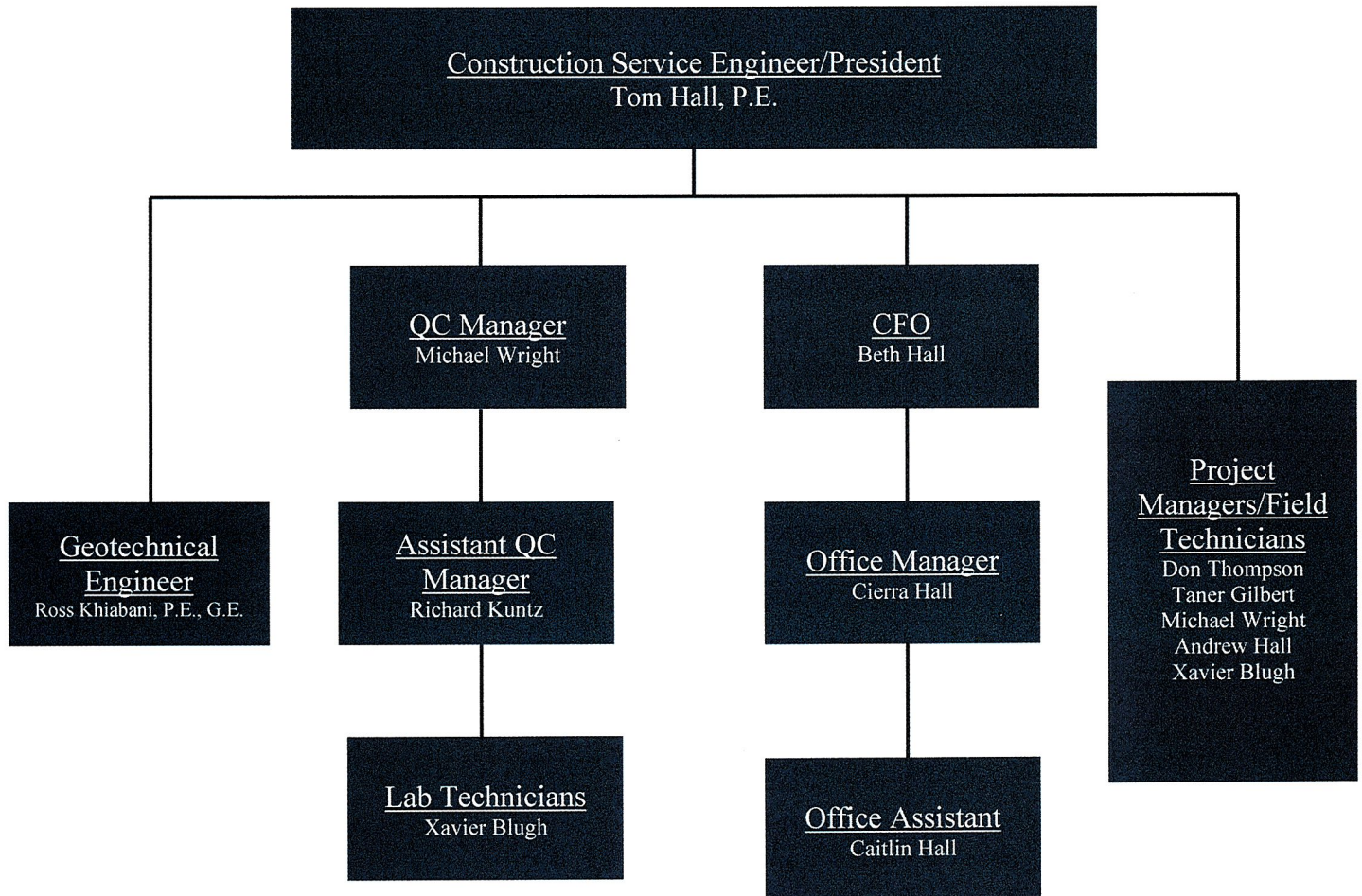
Xavier Blugh, Laboratory/ Field Technician

Xavier has been MTH senior laboratory technician for over 5 years. He has experience coordinating multiple projects for materials testing purposes and performing various lab test methods in ASTM and AASHTO.

Caltrans & AASHTO Certified Technician

Our team of engineers and technicians have significant experience working with public agencies and the County of Butte. We stay involved in the industry and can help guide agencies through testing changes and requirements as they arise. Our company and staff know the commitment and reliability the County of Butte requires. If given the opportunity, our team will work diligently to exceed these expectations and continue our strong working relationship with the County of Butte.

M.T. Hall Organizational Chart



Resumes



Tom Hall, P.E.

Current Position: Construction Services Engineer

tom@mthallassociates.com

Cell: (530) 520-3360

RECENT QUALITY ASSURANCE PROJECTS MANAGED

- Neal Road Landfill Access Road Rehab – Butte Co.
- Sterns & DeMille Road Rehab – Town of Paradise
- Pearson Road Rehab – Town of Paradise
- Wildwood Park Subdivision – City of Chico
- Hooker Oak Subdivision – City of Chico
- Oak Valley Subdivision and Infrastructure, Chico, CA
- Schill Subdivision – City of Chico
- Bruce & Humboldt Road Improvements – City of Chico
- Lance Gulch Road – Trinity County, (Weaverville, CA)
- Hwy 32 Widening Project Phase I – City of Chico
- Enloe Storm Drain Improvements – City of Chico
- Hamilton City Sewer Improvements – Glenn Co.
- Nitrate Unit 2S Replacement – City of Chico
- Culvert 44 Replacement – Glenn County (Ord Bend, CA)
- Oakdale Heights SRTS – Butte Co. (Oroville, CA)
- Ord Bend Boat Launch Improvements – Glenn County
- Foothill Bridge Improvements – Butte Co. (Oroville, CA)
- California St. / Sutter Ave. Bike Lane – Sutter Co.
- Hegan Lane Rehabilitation – Butte Co. (Durham, CA)
- Garner Lane Rehabilitation – Butte Co. (Chico, CA)
- Ord Ferry Rd. Bridge Approaches – Butte Co.
- Skyway Road Rehabilitation – Butte Co. (Magalia, CA)
- Cal Water Mainline Trench Backfill – Chico, CA
- Forest Highway 171, Phases 2 – 3 - Butte County
- 2012/2013 Chip Seal Projects - Sutter, CA

RECENT QUALITY CONTROL PROJECTS MANAGED

- Aztec Road Extension – Chico, CA
- Dorsey Drive Interchange – Grass Valley, CA
- Smartsville-Hammonton Road Widening - Yuba County
- Butte House/Pease Road Rehab – Yuba City, CA
- Powerline Road Bike/PED Improvements - Yuba County
- Loma Rica Road Safety Improvements – Yuba County

RECENT SPECIAL INSPECTION PROJECTS MANAGED

- Eaton Village Apartments II – Chico, CA
- Creekside Landing Subdivision - Chico, CA
- DWR Maintenance Garage - Oroville, CA
- Currier Square Improvements - Oroville, CA
- AutoZone #4095 - Corning, CA
- AutoZone #4093 - Gridley, CA
- Buffalo Wild Wings – Chico, CA
- Noodles & Co. – Chico, CA

EDUCATION

B.S. in Civil Engineering
University of Nevada, Reno, 1991

PROFESSIONAL DATA

Registered Civil Engineer
California — 57311

[Caltrans Test Methods](#)
(See attachments)

APNGA Nuclear Gauge Safety
Certification

EMPLOYMENT HISTORY

[M.T. Hall & Associates](#)
Owner/ Construction Service
Engineer
2013-Present

[Lumos & Associates, Inc.](#)
Location Principal / Construction
Services Engineer
2011-2013

[TECC](#)
Owner, 2001-2011

[PSR Contractors](#)
District Manager, 1998-2001

[Chemical Lime Company](#)
Account Representative, 1995-
1998

[Lumos & Associates, Inc.](#)
Engineering in Training, 1991-
1995

[Lumos & Associates, Inc.](#)
Lab Technician, 1989-1991

[Hall's Excavating](#)
Labor/Equipment Operator 1981-
1989



Cuauhtemoc Gutierrez

Field Supervisor/Special Inspector

testinginspections@gmail.com

Cell: (530) 990-3435

Cuahtemoc Gutierrez has over 20 years experience in the geotechnical and construction inspection industry. He is highly qualified in the testing of earthwork mass grading activities, roadway construction, and underground utility installation. He has performed countless special inspections on reinforced concrete, concrete placement, wood shear walls, structural masonry, and high-strength bolting. He has also performed several UT level I welding inspection on rebar, pipelines, roofing, sheet metal, and structural steel.

Relevant Project Experience

Valley High School – Elk Grove Unified School District

Performed nuclear density testing of all earthwork operations including grading and trench backfill. Performed special inspections on concrete and masonry construction.

Butte Vista School – Yuba City Unified School District

Performed observation and testing of earthwork grading. Provided special inspection for structural concrete, structural masonry, and structural load testing.

California State University of Bakersfield – Bakersfield, CA

Performed special inspections on structural masonry construction.

City of Chico – Esplanade Road Rehabilitation, SR99 Bike Path & Nitrate 3N Ph5 Unit 2 Chico, CA

Performed material sampling and density testing for soils, aggregates, HMA and concrete.

EDUCATION

Butte College – Building
Inspection and Civil
Engineering Oroville, CA

CSU Chico – Civil Engineering
Chico, CA

CERTIFICATIONS

ICC Cert #5054440 Exp. 1/2022

Building Inspector

CRB & CCB Inspector

DSA Masonry Inspector

Master of Special Inspection

MSI Includes Structural -
Masonry

Reinforced Concrete

Steel & Welding

Welding

Steel & Bolting

Troxler Radiation

Moisture/Density Gauge

HAZWOPPER 40-Hour Training

MSHA Certified License

ACI Concrete Field Testing

Tech Grade 1 #0067516 (exp.
3/25)

EMPLOYMENT HISTORY

M.T. Hall & Associates

Special Inspector

2018-Present

Karzan & Associates

Special Inspector/ Field Tech

2000-2018



Ross Khiabani, PE, GE

Current Position: Sr. Geotechnical Engineer

Rkhiani@gmail.com

RELEVANT PROJECT EXPERIENCE

Ramada Inn Carport, Chico, CA. Report of Geotechnical investigation and design for the design of the proposed Carport construction.

Achieve Chater School, Chico, CA Geotechnical Engineering and Seismic Hazard Investigatopm, proposed relocatable classrooms.

Mariam Park Subdivision, Lots 302-304, Chico, Ca. Geotechnical investigation for the proposed subdivision project.

Montecito Place and Mariam Park Subdivisions, Chico, Ca. We performed a Geotechnical investigation and analysis for the proposed subdivision projects.

Franklin Hot Plant, Chico, CA. Geotechnical investigation and Geologic Hazard for design and construction of the proposed hot plant.

Chico Eye Center, Chico, CA. Geotechnical investigation report for design and construction of the proposed medical building development.

La Mirada High School, Norwalk-La Mirada Unified School District, La Mirada, CA. Project Manager for performing geotechnical investigation and providing services during construction of a stadium renovation project, including a reconstructed track and football field, ADA approved ramps, and associated retaining walls.

Huntington Beach High School, Huntington Beach, CA. Project Reviewer for the design and reconstruction of the pool complex on Huntington Beach High School campus.

Huntington Seacliff Elementary School, Huntington Beach, CA. Project Reviewer for geotechnical investigation and earthquake engineering/seismic studies; earthwork and grading; environmental consulting; and materials testing and inspection. Built in very close proximity (less than one mile) to a branch of the Newport Inglewood fault zone, this 8.3-acre site was also subject to review by the California Division of Mines and Geology (CDMG) and Division of State Architect (DSA).

Los Angeles Unified School District, Los Angeles, CA. Project Principal/Reviewer for geotechnical design studies for 30+ new school sites and classroom additions at high schools, middle and elementary schools.

Mater Dei High School, Santa Ana, CA. Project Reviewer for a geotechnical investigation related to proposed campus expansion, including a further geotechnical investigation to refine liquefaction analyses and provide additional recommendations for remedial measures for academic, library, and student activities buildings sites.

Rancho Potrero Leadership Academy, Trabuco Canyon, CA. Project Manager for performing detailed geotechnical study and providing services during construction of the new facility and the new access road to develop a 338-acre County-owned property. The project team was a member of a Super A-Team contracted to the County of Orange, Public Facilities and Resources Department. The study included an extensive subsurface investigation to characterize the site conditions to address the slope stability, foundation design, and providing specifications and services during construction.

EDUCATION

MS, Geotechnical Engineering, California State University, Long Beach
Geology, Pahlavi University, Iran

CERTIFICATIONS

Professional Civil Engineer, California, No. 37156
Geotechnical Engineer, California, No. 2202
Professional Civil Engineer, Nevada, No. 11256 (NA)
Professional Civil Engineer, Arizona, No. 27068 (NA)

AFFILIATIONS

American Society of Civil Engineers, Member
Geotechnical Engineers Association

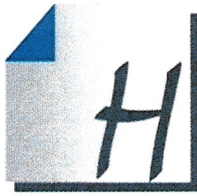
EMPLOYMENT HISTORY

Leighton & Associates
Sr. Geotechnical Engineer
1980-2003

Willdan Geotechnical
Sr. Geotechnical Engineer
2003- 2017

M.T. Hall & Associates
Consulting Engineer
2017-Present

40 Years Experince



Michael Wright

Current Position: Field Technician

michael@mthallassociates.com

Cell: (530) 263-0167

RECENT QUALITY CONTROL CONSTRUCTION PROJECTS

Martis Camp Subdivision – Truckee, CA

Provided observation of mass grading operations during house pad construction. Duties included compaction testing per ASTM standards with nuclear density gauge and sampling soils for lab testing.

Teichert Construction (Martis Valley Plant) – Truckee, CA

Performed quality control lab testing and sampling duties during HMA production under the direction of Teichert QC management.

Hooker Oak Subdivision – Chico, CA

Provided observation and nuclear density testing of mass grading operations during house pad construction, utility trench backfill, sidewalk curb and gutter, and roadway construction. Performed Caltrans 375 testing with nuclear gauge during HMA placement.

Dorsey Drive Interchange – Grass Valley, CA

Performed coring operations for QC/QA standards in multiple locations during day shift and night shift duties.

Powerline Road Bike/PED Improvements – Yuba County

Performed nuclear density compaction testing for contractor quality control on native subgrade (chemically treated in roadway), aggregate base for sidewalk, curb and gutter pan, and roadway construction. Performed sampling duties at production plant during HMA placement per Caltrans test method 125 for aggregates and HMA.

Creekside Landing Subdivision – Chico, CA

Performed concrete sampling duties during lot placement. Concrete was tested for slump, temperature, and 1 set of (4) cylinders were constructed per lot.

RECENT QUALITY ASSURANCE CONSTRUCTION PROJECTS

Lance Gulch Road – Trinity County – Weaverville, CA

Performed plant sampling duties per Caltrans QA standards during HMA production at Tullis plant in Redding, CA. QA work was performed for Vali Cooper & Associates construction management.

Walerga Road – Roseville, CA

Performed plant sampling duties per Caltrans QC and field density testing for soils, aggregates and HMA. Project was a new bridge and road completed during the 2019 – 2021 construction seasons.

EDUCATION

Prosser Creek Charter School
Truckee, CA 2002

CERTIFICATIONS

APNGA Certified Radiation
Moisture/Density Gauge

ACI Field Testing Tech Grade 1
No. 1325738

[Caltrans Test Methods](#)
(See Attachments)

EMPLOYMENT HISTORY

[M.T. Hall & Associates](#)
Staff Technician
2014-Present

[Statewide](#)
Traffic Control
2007-2014



Richard Kuntz

Current Position: Laboratory Assistant
Manager

rick@mthallassociates.com

Cell: (530) 520-1399

RECENT LAB EXPERIENCE

Butte County Regional Transit Center (Aztec Rd.) – Chico, CA

Performed QC lab testing for HMA plant production using AASHTO and Caltrans test methods. Lab test included; HMA moistures, aggregate moistures, aggregate gradations, sand equivalents, oil contents, stabilities, and ignition oven correction factors.

Powerline Road Bike/PED Improvements – Yuba County

Performed QC lab testing per Caltrans Method Specifications 2010. Caltrans test methods for soils, aggregate, and HMA included; in place relative compaction (CTM 216), soil moistures, aggregate moistures, aggregate gradations, sand equivalents, oil contents and ignition oven correction factors.

Mariposa Glenn Subdivision – Chico, CA

Performed lab testing for soil engineering review. Lab testing included; liquid Limits, plastic Limits, moisture-density data, soil analysis and classification.

Dorsey Drive Interchange – Grass Valley, CA

Performed QC/QA lab testing per Caltrans Standard Specifications 2010. Caltrans test methods for HMA production and asphalt core specimens included; bulk specific gravities, max theoretical densities, R.A.P. correction and analysis, air voids calculations, sand equivalents, aggregate gradations, and stabilities.

Loma Rica Road Safety Improvements – Yuba County

Performed QC lab testing per Caltrans Method Specifications 2010. Testing included Caltrans test methods in aggregates and HMA. They included; in place relative compaction (CTM 216), aggregate moistures, aggregate gradations, and sand equivalents.

RECENT QUALITY CONTROL LAB TESTING CLIENT LIST

- Franklin Construction – Chico, CA
- R&R Horn – Chico, CA
- Knife River Construction – Chico, CA
- Butte Sand & Gravel – Sutter County
- McGuire & Hester – Sacramento, CA

RECENT QUALITY ASSURANCE LAB TESTING CLIENT LIST

- Butte County Public Works – Oroville, CA
- City of Chico – Chico, CA
- Sutter County – Sutter, CA

EDUCATION

AA Degree, Civil
Engineering Technology –
North Dakota State School
of Science, 1975

CERTIFICATIONS

*OSHA Trench Safety and
Standard Construction
Practice Training*

Troxler Certified Radiation
Moisture/Density Gauge
+ RSO Certified

NICET Cert. No. 78650

ACI Concrete Field Testing
Tech Grade 1 #00954916

Caltrans Test Methods
(See attachments)

EMPLOYMENT HISTORY

M.T. Hall & Associates
Lab/ Field Technician
2013-Present

(USBR) Mid Pacific Division
Laboratory Supervisor
2009-2013

References

City of Chico

Contact: Brendan Ottoboni

411 Main Street

Chico, CA 95928

Phone: 530-879-6901 Fax: (530) 895-8848 Email: Brendan.ottoboni@Chicocaa.gov

Associated Project: On-Call Testing, 2016-2021, MTH provided quality assurance laboratory and field density testing of roadway subgrade, aggregate base, and HMA.

Yuba City

Contact: Sam Bunton

915 8th Street

Marysville, CA 95901

Phone: 530-749-5649 Email: sbunton@co.yuba.ca.us

Associated Project: Yuba County Public Works, MTH provided quality assurance testing for the contractor on multiple projects each year. MTH performed geotechnical recommendations and testing of soils, aggregates, concrete, and HMA.

Glenn County Public Work

Contact: Nathan Mendes

777 N. Colusa Street

Willows, CA 88

Phone: 530-934-6530 Fax: 530-934-6533 Email: nmendes@countyofglenn.net

Associated Project: City of Chico, MTH provided quality assurance testing and inspection for multiple projects. Work included nuclear density and laboratory testing for soils, aggregates, concrete, HMA and currently preparing an FDR-C mix Design.

City of Chico

Contact: Lane Green

411 Main Street

Chico, CA 95927

Phone: 530-879-6930 Fax: 530-895-8848 Email: Lane.green@chicoca.gov

Associated Project: City of Chico, MTH provided quality assurance testing and inspection for multiple City of Chico projects. Work included geotechnical investigations, nuclear density, and laboratory testing for soils, aggregates, concrete, and HMA.

Exhibit A – Cost Proposal

ATTACHMENT A
COST PROPOSAL FORM

Key Personnel	Unit	Unit Price
Engineering/Field Technician – Standard Time (includes all common field inspection and testing including concrete, soils and asphalt)	Per hour	<u>160.00</u>
Engineering/Field Technician – Overtime	Per hour	<u>195.00</u>
Engineering/Field Technician – Saturdays	Per hour	<u>195.00</u>
Engineering/Field Technician – Sundays and Holidays	Per hour	<u>220.00</u>
Professional Engineer	Per hour	<u>155.00</u>
Project Manager	Per hour	<u>145.00</u>
Mileage	Per mile	<u>0.60</u>

Materials Sampling*

Native Soils	EA	<u>480.00</u>
Imported Soils	EA	<u>480.00</u>
Asphalt Concrete	EA	<u>480.00</u>

*Unit price shall include time, mileage and incidental costs associated with material transportation from site to lab.

Materials Testing

Moisture Density (ASTM D1557)	EA	<u>230.00</u>
Gradation (ASTM D6938)	EA	<u>150.00</u>
Compaction (ASTM D2487)	EA	<u>50.00</u>
Plasticity Index (ASTM D4318)	EA	<u>170.00</u>
R-Value	EA	<u>320.00</u>
Concrete Cylinder* – Compressive Strength of 4"x8" cylinder (Air, yield and set of 3 cylinders cast, cured and broken)	EA	<u>410.00</u>

*Unit price shall include time, mileage and incidental costs associated with cylinder transportation from site to lab.

Note: Personnel, sampling and testing not shown in the Cost Proposal Form above shall be approved by the City prior to beginning work and shall be in accordance with the Consultants proposed standard rate schedule.


City of Orland – Sampling & Material Testing Service

Administration	Hourly Rate
Geotechnical Engineer	\$210.00
Project Engineer / Geologist	\$180.00
Construction Service Engineer	\$155.00
Project Manager	\$145.00
Clerical Staff	\$30.00

Personnel	Hourly Rate
Field Technician/Field Technician (OT)	\$100.00/\$150.00
ICC Special Inspector	\$130.00/\$190.00
Field Technician (Prevailing Wage/PW (OT))	\$160.00/\$195.00
ICC Special Inspector (Prevailing Wage/PW (OT))	\$180.00/\$230.00

Soil/Aggregate	Standard	Each Unit
Compaction Method A, B, or C (6-inch mold)	ASTM D1557	\$230.00
Specific Gravity & Absorption – Coarse Aggregates	ASTM C127	\$125.00
Specific Gravity & Absorption – Fine Aggregates	ASTM C128	\$125.00
Specific Gravity of Soil	ASTM D854	\$125.00
Organic Impurities	ASTM D2974	\$95.00
Sodium Sulfate Soundness (per cycle)	ASTM C88	\$175.00
Density (Unit Weight) of Soil	ASTM D7263	\$95.00
Atterberg Limits	ASTM D4318	\$170.00
Expansion Index	ASTM D4829	\$260.00
LA Abrasion	ASTM C535	\$250.00
Direct Shear (3 point)	ASTM D3080	\$975.00
Consolidation (8 loads + 1 rebound)	ASTM D2435	\$1,050.00
Clay Lumps / Friable Parts	ASTM C142	\$135.00
Hydrometer Analysis	ASTM D422	\$195.00
In Place Density and Moisture by Drive Cylinder	ASTM D2937	\$80.00
Unconfined Compressive Strength of Cohesive Soils	ASTM D2166	\$90.00
Unconfined Compressive Strength of Treated Soils	ASTM D5102	\$90.00
Sieve Analysis with -200 wash	ASTM C136	\$150.00
Sieve Analysis -200 wash	ASTM D1140	\$110.00
Triaxial Compressive Strength (3 point)	ASTM D4767	\$975.00
California Bearing Ratio (CBR)	ASTM D1883	\$1,110.00
Soil Corrosion Evaluation (pH, Resistivity, Sulfate, Chloride)		\$200.00

Concrete Testing	Standard	Per Unit
Compressive Strength Concrete Cylinders	CT 521	\$30.00
Compressive Strength Concrete Cores	ASTM C42	\$30.00
Flexural Strength of Concrete	ASTM C78	\$175.00

Masonry Testing	Standard	Per Unit
Compressive Strength Grout	ASTM C140	\$30.00
Compressive Strength Mortar	ASTM C780	\$30.00
Compressive Strength Masonry Prisms	ASTM C1314	\$250.00
CMU Strength, Unit Weight, Absorption	ASTM C140	\$390.00

Steel Testing	Standard	Per Unit
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Reinforcing Steel Tensile Test, Up to #7	ASTM A615	\$230.00
Reinforcing Steel Tensile Test, #8 to #14	ASTM A615	\$275.00

California Test Methods (CTM) Soils/Agg.	Standard	Per Unit
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Analysis of Fine and Coarse Aggregates	CTM 202	\$150.00
Percentage of Crushed Particles	CTM 205	\$130.00
Specific Gravity/Absorption Coarse Aggregates	CTM 206	\$130.00
Specific Gravity/Absorption Fine Aggregates	CTM 207	\$120.00
Unit Weight of Aggregate	CTM 212	\$80.00
Relative Compaction of Soils and Aggregates	CTM 216	\$80.00
Sand Equivalent	CTM 217	\$150.00
Soil and Aggregate Moisture	CTM 226	\$30.00
Cleaness Value	CTM 227	\$160.00
Durability Index	CTM 229	\$195.00
Uncompacted Void Content of Fine Aggregates	CTM 234	\$110.00
Flat and Elongated Particle Measurement	CTM 235	\$110.00
R-Value	CTM 301	\$320.00

California Test Methods (CTM) HMA	Standard	Per Unit
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Bulk Specific Gravity of Field-Compacted Core, Method A	CTM 308	\$70.00
Bulk Specific Gravity of Lab-Compacted Cores, (set of 3)	CTM 308	\$210.00
Max Theoretical Density	AASHTO T-209	\$120.00
Stabilometer Value	CTM 366	\$340.00
HMA Moisture	CTM 370	\$30.00
Asphalt Content by Ignition Oven	AASHTO T-308	\$170.00
Voids Filled in Mineral Aggregate	LP-2	\$40.00
Voids Filled in Asphalt	LP-3	\$40.00
Dust Proportion	LP-4	\$40.00
Rap Correction Factor		\$600.00
Binder Content Correction Factor		\$600.00
Core Machine	Per Day	\$120.00



CITY OF ORLAND STAFF REPORT
MEETING DATE: September 19, 2023

TO: Honorable Mayor and City Council

FROM: Greg Einhorn, City Attorney

SUBJECT: Draft Reimbursement Agreement: Hidden Treasures

The Council's September 5, 2023 agenda included an item entitled: "Appointment to Feline Ad Hoc Committee."

Public discussion on this item included members of Hidden Treasures. Hidden Treasures provides feral cat services in Glenn County, including services in the City of Orland, as an independent non-profit and not under contract with the City. Hidden Treasures represented that its operational expenses, including rent and utilities, are \$15,000 per month.

During that public discussion, Hidden Treasures presented a funding request to the City Council. Because funding was not on the agenda for action, the Council generally discussed the matter, and directed staff to prepare an agreement consistent with the Council's discussion.

Presented here is an agreement for consideration.

Payment by the City will be in the form of reimbursement upon presentation of written, incurred billings. The City reserves the right to decline to pay on any billing. The monthly amount is not to exceed \$4,000. The agreement is limited to four months. The agreement may be terminated at any time.

RECOMMENDATION:

Discussion, action on the agreement, or further direction to staff.

**LIMITED TERM AND SCOPE PAYMENT AGREEMENT BETWEEN
HIDDEN TREASURES AND THE CITY OF ORLAND**

Hidden Treasures and the City of Orland agree as follows:

1. Hidden Treasures provides feral cat services in Glenn County, including services in the City of Orland, as an independent non-profit and not under contract with the City.
2. Feral cat services are a matter of concern for the County of Glenn and the cities of Willows and Orland. The County and the Cities are seeking to review the feral cat issue on a county-wide basis.
3. Hidden Treasures has represented to the City Council of the City of Orland (City Council) that that it requires immediate funding to continue to provide feral cat services, given its current service level and its level of expenses for rent, utilities and payroll.
4. The City Council agrees to assist Hidden Treasures to the extent provided in this agreement.
5. The City of Orland will pay to Hidden Treasures up to \$4000.00 per month for a period of not more than four months. The City shall pay such amounts only upon written billings Hidden Treasures has actually incurred and actually related to feral cat services and only to the amount of such billings. Hidden Treasures shall be responsible for collecting and presenting such billings timely to the City. The City reserves the right to decline to pay on any billing.
6. This Agreement may be terminated by either party without cause upon written notice to the other party.

Dated: _____

City of Orland

Dated: _____

Hidden Treasures



CITY OF ORLAND STAFF REPORT

MEETING DATE: September 19, 2023

TO: Honorable Mayor and Council

FROM: Pete Carr, City Manager

SUBJECT: Consider Regulation of Alcohol Use at Library Park (Discussion Direction)

The City Council will consider regulating the use of alcohol at Library Park.

BACKGROUND:

Library Park, like all of Orland's public parks, has a nighttime curfew of 11pm to 6am (OMC 9.08.060 and 12.20.010); being in the park during these nighttime hours is a misdemeanor. Glass containers are prohibited in all Orland parks (OMC 9.16.010) and violation of this code section is an infraction. The use of alcohol by persons over 21 years of age is not prohibited in Orland Parks.

Lollipop Land Park has a specific "designated use" which prohibits anyone age 10 and over from being in that park unless they are accompanied by a child age 9 or younger; this is also a misdemeanor per OMC 12.22.050. This regulation shows specific conditions can be carved out for specific parks instead of unilaterally affecting all parks.

Lollipop Land Park also has a removal clause as follows:

12.22.080 - Ejection of persons.

Any person violating any of the provisions of this chapter may be removed from Lollipop Land upon order of the Orland city park superintendent, any Orland city police officer, and/or any authorized employee, or officer of the city. When ordered to leave, such person may not re-enter Lollipop Land for a period of at least twenty-four (24) hours.

(Ord. 99-01 § 1 (part); prior code § 5607)

DISCUSSION:

Mayor Dobbs suggests the Council consider prohibiting the use of alcohol in Library Park, given its unique situation. Council may also wish to consider the alcohol ban for Lollipop Park and may want to consider a removal clause.

Such a regulation would come by ordinance, which could be a direction given to City Staff. This ordinance could allow for alcohol use during permitted events only and should specify which park or parks and whether the illicit use is an infraction or a misdemeanor.

RECOMMENDATION:

Direct Staff to draft an ordinance regulating alcohol use in Library Park.

FISCAL IMPACT OF RECOMMENDATION:

None. Administrative procedure and modification of signage would be negligible expenses.



CITY OF ORLAND STAFF REPORT

MEETING DATE: September 19, 2023

TO: Honorable Mayor and Council

FROM: Pete Carr, City Manager

SUBJECT: Proposal for Streetscape Phase 1 (Discussion/Direction/Action)

Staff will present a basic outline of concepts for a Streetscape Phase 1 project.

BACKGROUND:

The City in 2017/2018 developed and adopted the Walker Street -- Streetscape Master Plan, envisioning improvements to Walker Street between Second and Sixth Streets in pedestrian facilities, drainage, and aesthetics. Funding for implementation of this multi-million-dollar project is only just beginning to materialize in a Caltrans-driven SR32 improvement project slated for construction 2025-27. The pending federal MPDG funding would enhance and expand the project. "Start streetscapes" is a specified City project objective for this fiscal year.

City Council in its American Rescue Plan Act (ARPA) budget set aside \$200,000 for streetscapes with the understanding that the City could add pedestrian-friendly improvements on 4th and 5th Streets now (Phase 1) with the master plan improvements to be constructed later (Phase 2) as part of the Caltrans project. The phases would have consistent streetlamps and street furnishings. Phase 2 would also include landscaping (trees/planters) on Walker Street, whereas 4th and 5th already have these features.

DISCUSSION:

Staff has met with interested business owners several times over the past year, exploring options consistent with the master plan and the current budget. These concepts were presented and refined at the September 12th Orland Economic Development Commission (EDC) meeting.

Council is asked to provide direction to City Staff on the concepts produced so far, and/or give approval to any or all portions of the proposal.

Attachments (2):

1. Proposal for Streetscapes Phase 1 with narrative, samples, and budget estimate
2. Diagram illustrating optional placement of new streetlamps.

RECOMMENDATION:

Approve proposal for Streetscapes Phase 1 or provide directions to Staff.

FISCAL IMPACT OF RECOMMENDATION:

Up to \$200,000 in previously budgeted ARPA funds, no General Funds impacted for the construction project. An undetermined new General Fund expense after construction would be the ongoing electricity expense for the new LED lamps.



STREETSCAPES PHASE 1 CONCEPT PROPOSAL Sept 13, 2023 Post-EDC Meeting

Objective is to start streetscapes enhancements now, add to it later as part of the Caltrans Walker St project. Enhancements are intended to beautify the downtown and improve the pedestrian experience.

Focus: 4th and 5th Streets between Walker and Colusa Streets.

If funding is short, focus first on 4th Street.

If funding allows, include 5th Street north of Walker.

Funding: \$200k in ARPA now. Future additional funding is uncertain – probably General Fund.

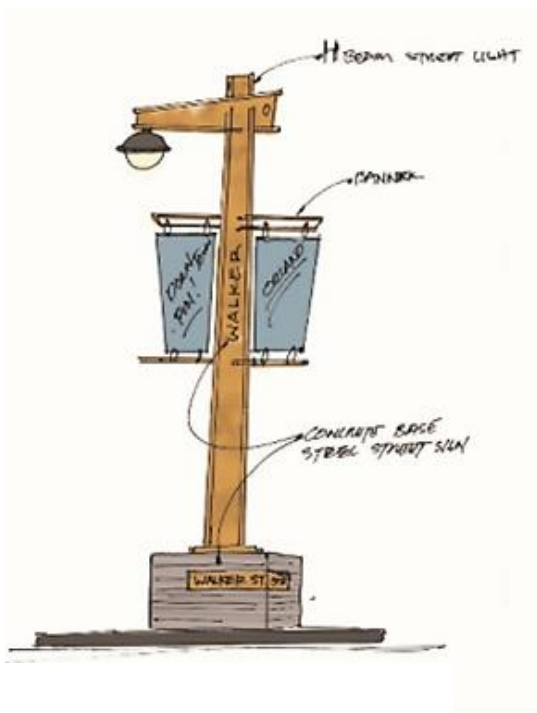
Existing situation:

- 3 PG&E-owned streetlights on each block, 2 on the east side and 1 on the west side.
 - Streetlights are faded gray, functional style, tall, connected by overhead wires.
 - City pays the monthly electric bill.
- 8 trees on each side on 4th St; there are 8 on west side of 5th, but only 5 on the east side.
 - Farwood removed trees and added flower pots.

Proposed improvement:

- 3-4 decorative lampposts should be installed on each side of each street.
 - See diagram for existing and approximate proposed locations.
 - Note they could be staggered or in-line. Should be consistent one way or the other.
 - PG&E functional streetlights would remain.
- Note that some storefront canopies overhang the sidewalk almost to the curb. All lampposts need to be at the outside edge of the sidewalk (where the curb meets the sidewalk).
- Power can be supplied overhead from the PG&E lines, or micro trench in the street, or reopen the brick-covered waterline trench. Solar on each lamppost would be an unattractive distraction. Cost will vary with each method. Overhead lines are the best option for 4th & 5th.
- Lampposts would be neo-industrial style envisioned by Walker St Streetscapes plan, but black with sheen, “Orland” at the base of the pole, mounted on a concrete pedestal. A suggested customized steel skep (traditional beehive) for the downward hanging lamp is novel but would be up out of line-of-sight. Possibly a skep could be added at the base above the pedestal. Poles could be 100% local fabrication, or purchased from a lighting vendor then retrofitted locally.

- Benches would be steel, black, complementing the lampposts, with honeycomb added on the back or replacing the slats, and possible "Orland."
 - 2-3 per side of the street, 12 total.
 - Honeycomb openings need to be comfortable and safe.
- Trash receptacles would be black with honeycomb matching or complementing the benches.
 - 2-3 per side of the street, 12 total.
- Planters are not included as there are already 29 flowering sidewalk trees and an additional set down the middle of 4th St. Some businesses have installed planters with flowers which they maintain. This does not preclude planters from being part of Caltrans project for Walker Street.
- Walker Street will presumably have underground electric and trees



Custom-made skep-shaped lamp to replace the standard lamp?



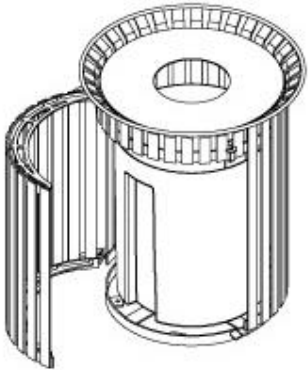
Benches can be customized with honeycomb in addition to (or possibly instead of) the back slats. Can also include a center armrest, a name, or a slogan.

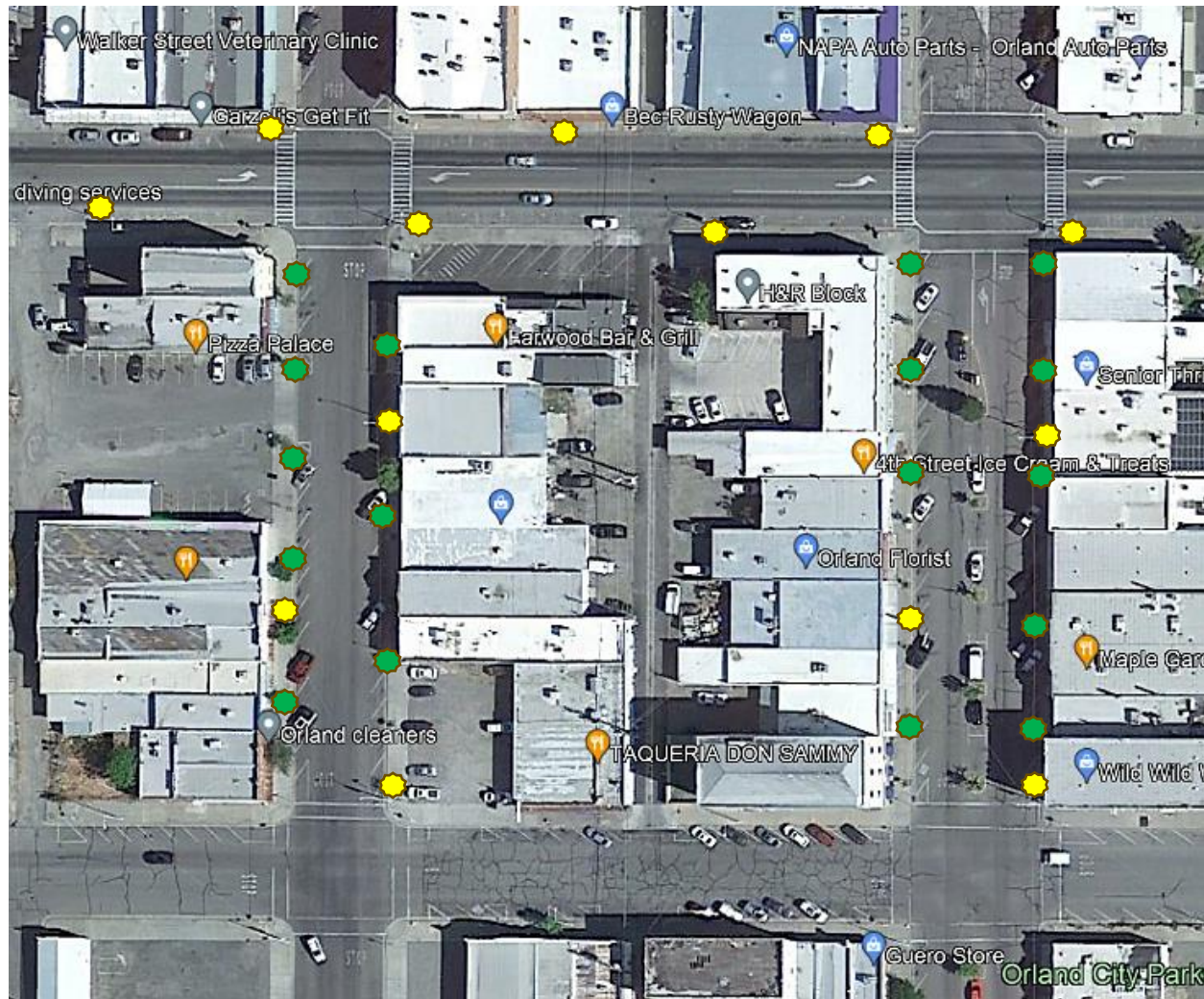
Sample stainless steel hex panel with customizable opening size, panel size, color and finish.



BUDGET ROUGH ESTIMATE:

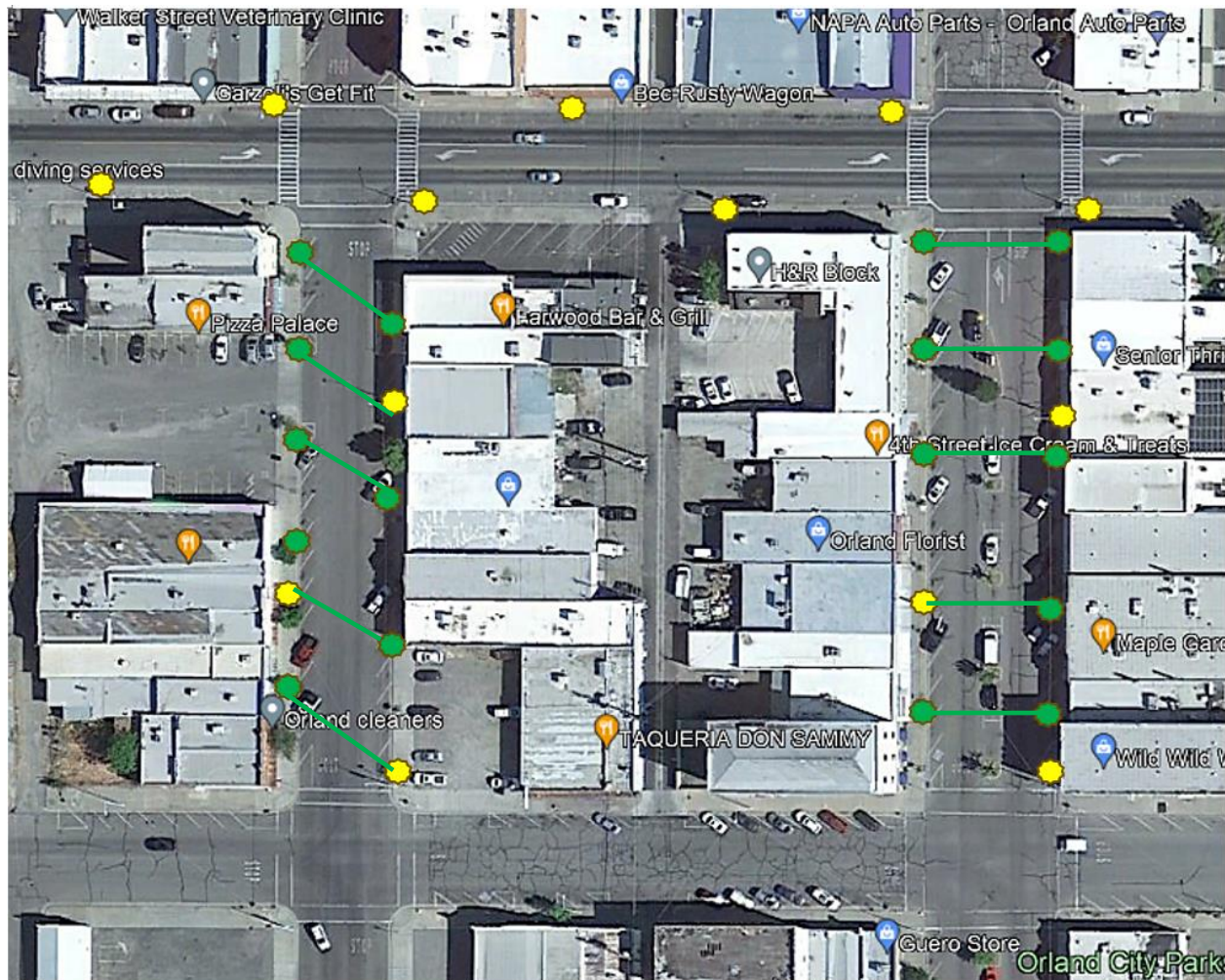
Lampposts	16 X \$6400	\$102,000
Concrete pedestals	16 X \$ 500	\$ 8,000
Benches	12 X \$1500	\$ 18,000
Custom honeycomb	12 X \$1000	\$ 12,000
Trash Receptacles	12 X \$750	\$ 9,000
Subtotal Materials:		\$149,000
Balance for power supply, install, contingency:		\$ 51,000
Balance remaining, if any, to extend to 5 th St north.		





☀ = existing PG&E streetlights

⦿ = proposed City lampposts



Concept for staggered and in-line lampposts with cross-street mini-lights, diagonal or perpendicular to the street.

17 new lampposts



CITY OF ORLAND STAFF REPORT

MEETING DATE: September 19, 2023

TO: Honorable Mayor and Council

FROM: Paul Rabo, City Engineer

SUBJECT: City Council discussion and Possible Action to Award a Construction Contract for the City of Orland Emergency Groundwater Resource Project – Phase 2A (Discussion/Action)

BACKGROUND:

In September 2021, the City of Orland began working with the State of California Department of Water Resources (DWR) to lay out, design and construct improvements to the City's water system. The primary goal for the project is to supply residents, inside and outside of City Limits, with a safe and reliable source of drinking water. The proposed project improvements include a new municipal groundwater well, water storage tank, water mains, fire hydrants and residential water services.

The third portion of the project to be advertised is Phase 2A, located south and east of the City Limits (see attached map). The project includes the installation of approximately 5.1 miles of water main, 114 water service connections, fire hydrants and other water system appurtenances.

The project was advertised on August 14, 2023 and bids were opened on September 12, 2023. A total of five bids were received from contractors. A Bid Summary including the Engineer's Estimate, prepared by the DWR's consultant, is attached for review. The estimated construction cost of the project was \$5,414,800.00. The lowest bid received was \$4,472,651.00 and the highest bid received was \$6,814,108.00.

ANALYSIS:

Staff has evaluated the bids and determined the lowest responsible bidder to be Visinoni Brothers, Inc. from Chico, CA with the low bid of \$4,472,651.00. Visinoni Brothers, Inc. has successfully completed the installation of public water mains in Villa La Michele Subdivision, Blair Estates Subdivision Phases 1

and 2, Linwood Park Subdivision Unit 2, Orland Park Estates Subdivision Unit 1, and was awarded the contract for Phase 2B of the Orland Emergency Groundwater Resource Project.

RECOMMENDATION:

- 1) Staff recommends the City Council award a construction contract for the City of Orland Emergency Groundwater Resource Project – Phase 2A project to Visinoni Brothers, Inc.;
- 2) Authorize the City Manager to execute the contract and all other documents necessary to complete the project.

FISCAL IMPACT OF RECOMMENDATION:

None. The project costs incurred for construction, construction engineering, inspection and administration are being funded by DWR on a reimbursable basis.

Attachments:

Phase 2A Pipelines Key Map (Drawing No. G-06 of approved improvement plans)

Bid Summary - Orland Emergency Groundwater Resource Project – Phase 2A



8/10/23

GEI Consultants
GEI CONSULTANTS, INC.
2868 PROSPECT PARK DRIVE
SUITE 400
RANCHO CORDOVA, CA 95670
(916)631-4500



CITY OF ORLAND
815 FOURTH ST.
ORLAND, CA 95963

0			
NO	DATE	ISSUE/REVISION	APP

DWG. NO.

G-06

SHEET NO. 87
6 OF 5

Bid Opening: September 12, 2023 @ 2:00 p.m.

				Engineer's Estimate		Visinoni Brothers, Inc.		T&S Construction, Inc.		R&R Horn Contractors, Inc.		C&D Contractors		Allen Gill Construction	
Item	Description	Quantity	Unit	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1.	Mobilization/Demobilization	1	LS	\$275,100.00	\$275,100.00	\$ 80,000.00	\$80,000.00	\$ 87,000.00	\$87,000.00	\$ 95,000.00	\$95,000.00	\$188,760.00	\$188,760.00	\$20,634.00	\$20,634.00
2.	Environmental Compliance	1	LS	\$100,000.00	\$100,000.00	\$17,500.00	\$17,500.00	15,000.00	\$15,000.00	39,000.00	\$39,000.00	\$20,120.00	\$20,120.00	\$11,513.00	\$11,513.00
3.	Site Management	1	LS	\$140,000.00	\$140,000.00	\$110,000.00	\$110,000.00	98,000.00	\$98,000.00	210,000.00	\$210,000.00	\$224,640.00	\$224,640.00	\$415,721.00	\$415,721.00
4.	Potholing & Utility Coordination	1	LS	\$62,000.00	\$62,000.00	\$6,000.00	\$6,000.00	29,000.00	\$29,000.00	92,000.00	\$92,000.00	\$46,150.00	\$46,150.00	\$163,285.00	\$163,285.00
5.	Pavement Repair (Pavement Removal, Replacement, & Base)	1	LS	\$650,000.00	\$650,000.00	\$666,750.00	\$666,750.00	514,000.00	\$514,000.00	364,000.00	\$364,000.00	\$938,630.00	\$938,630.00	\$741,986.00	\$741,986.00
6.	Water System Tie-in Connection	4	EA	\$10,000.00	\$40,000.00	\$4,886.00	\$19,544.00	\$12,600.00	\$50,400.00	\$6,000.00	\$24,000.00	\$7,320.00	\$29,280.00	\$17,789.00	\$71,156.00
7.	Water Service Connection	114	EA	\$4,000.00	\$456,000.00	\$2,966.00	\$338,124.00	\$3,000.00	\$342,000.00	\$4,300.00	\$490,200.00	\$4,190.00	\$477,660.00	\$4,476.00	\$510,264.00
8.	10-inch PVC Pipe	20,901	LF	\$112.43	\$2,349,899.43	\$94.00	\$1,964,694.00	\$102.00	\$2,131,902.00	\$93.00	\$1,943,793.00	\$146.00	\$3,051,546.00	\$148.00	\$3,093,348.00
9.	8-inch PVC Pipe	2,035	LF	\$102.21	\$207,997.35	\$86.50	\$176,027.50	\$158.00	\$321,530.00	\$87.00	\$177,045.00	\$164.00	\$333,740.00	\$138.00	\$280,830.00
10.	6-inch PVC Pipe	1,472	LF	\$82.88	\$121,999.36	\$69.00	\$101,568.00	\$82.00	\$120,704.00	\$67.00	\$98,624.00	\$124.00	\$182,528.00	\$126.00	\$185,472.00
11.	4-inch PVC Pipe	2,215	LF	\$64.11	\$142,003.65	\$61.00	\$135,115.00	\$80.00	\$177,200.00	\$58.00	\$128,470.00	\$102.00	\$225,930.00	\$115.00	\$254,725.00
12.	Fire Hydrant Assembly	27	EA	\$16,300.00	\$440,100.00	\$13,715.00	\$370,305.00	\$16,000.00	\$432,000.00	\$19,000.00	\$513,000.00	\$22,713.00	\$613,251.00	\$14,273.00	\$385,371.00
13.	Blow Off Assembly	6	EA	\$3,000.00	\$18,000.00	\$2,442.00	\$14,652.00	\$4,700.00	\$28,200.00	\$5,000.00	\$30,000.00	\$4,170.00	\$25,020.00	\$3,101.00	\$18,606.00
14.	10-inch Gate Valve	35	EA	\$5,300.00	\$185,500.00	\$3,756.00	\$131,460.00	\$3,950.00	\$138,250.00	\$5,085.00	\$177,975.00	\$5,016.00	\$175,560.00	\$3,378.00	\$118,230.00
15.	8-inch Gate Valve	1	EA	\$4,300.00	\$4,300.00	\$2,594.00	\$2,594.00	\$3,700.00	\$3,700.00	\$4,500.00	\$4,500.00	\$4,240.00	\$4,240.00	\$2,734.00	\$2,734.00
16.	6-inch Gate Valve	2	EA	\$3,000.00	\$6,000.00	\$1,715.00	\$3,430.00	\$2,900.00	\$5,800.00	\$3,800.00	\$7,600.00	\$2,870.00	\$5,740.00	\$2,529.00	\$5,058.00
17.	4-inch Gate Valve	7	EA	\$2,400.00	\$16,800.00	\$1,300.00	\$9,100.00	\$2,255.00	\$15,785.00	\$3,400.00	\$23,800.00	\$2,100.00	\$14,700.00	\$1,632.00	\$11,424.00
18.	Hydrostatic Testing & Disinfection of Pipeline	1	LS	\$73,000.00	\$73,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$22,000.00	\$22,000.00	\$18,590.00	\$18,590.00	\$66,604.00	\$66,604.00
19.	Project Identification Sign	1	EA	\$5,000.00	\$5,000.00	\$1,100.00	\$1,100.00	\$750.00	\$750.00	\$2,000.00	\$2,000.00	\$3,140.00	\$3,140.00	\$2,457.00	\$2,457.00
20.	Large Utility (>12-inch Dia.) Crossing	12	EA	\$10,000.00	\$120,000.00	\$5,000.00	\$60,000.00	\$4,000.00	\$48,000.00	\$8,000.00	\$96,000.00	\$2,510.00	\$30,120.00	\$5,241.00	\$62,892.00
21.	Bridge Crossing-County Road 19	1	LS	\$50,000.00	\$50,000.00	\$119,100.00	\$119,100.00	\$114,000.00	\$114,000.00	\$150,000.00	\$150,000.00	\$109,140.00	\$109,140.00	\$223,118.00	\$223,118.00
22.	Bridge Crossing-County Road 200	1	LS	\$50,000.00	\$50,000.00	\$120,587.50	\$120,587.50	\$111,000.00	\$111,000.00	140,000.00	\$140,000.00	\$80,400.00	\$80,400.00	\$168,680.00	\$168,680.00
	Total Bid Amount				\$ 5,513,699.79		\$4,472,651.00*		\$4,809,221.00		\$ 4,829,007.00		\$ 6,798,885.00		\$6,814,108.00

* Amount corrected from Proposal due to arithmetic error.