



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

January 21, 2025
REGULAR MEETING
CLOSED SESSION 3:30 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

Please review the options below for ways to participate or observe the Council Meetings.

To Observe the Meeting:

1. Live Feed: <https://www.youtube.com/channel/UCAoRW34swYl85UBfYqT7IbQ/>
2. Zoom Link: <https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09>
3. Zoom Application: Meeting ID: 968 7031 9529 Passcode: 67684553
4. By Phone: Telephone: 1-669-900-6833 Meeting ID: 968 7031 9529 Passcode: 67684553

To Provide Comment to the Council:

1. Attend the meeting in person
2. Send an Email by 2:00 PM the day before the meeting to publiccomment@cityoforoville.org. All comments emailed will be provided to the Council Members for their consideration.

If you would like to address the Council at this meeting, you are requested to complete the blue speaker request form (located on the wall by the agendas) and hand it to the City Clerk, who is seated on the right of the Council Chamber. The form assists the Clerk with minute taking and assists the Mayor or presiding chair in conducting an orderly meeting. Providing personal information on the form is voluntary. For scheduled agenda items, **please submit the form prior to the conclusion of the staff presentation for that item.** Council has established time limitations of three (3) minutes per speaker on all items and an overall time limit of thirty minutes for non-agenda items. If more than 10 speaker cards are submitted for an item, the time limitation would be reduced to one and a half (1.5) minutes per speaker for that item. If more than 15 speaker cards are submitted for non-agenda items, the first 15 speakers will be randomly selected to speak at the beginning of the meeting, with the remaining speakers given an opportunity at the end. **(California Government Code §54954.3(b)).** Pursuant to Government Code Section 54954.2, the Council is prohibited from taking action except for a brief response from the Council or staff to statements or questions relating to a non-agenda item.

CALL TO ORDER / ROLL CALL

Council Members: Chuck Reynolds, Scott Thomson, Tracy Johnstone, Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the City Administrator and the City Attorney regarding potential exposure to litigation – one case.

2. Pursuant to Government Code section 54957, the Council will meet with the Personnel Officer to discuss Public Employee Performance Evaluations. Position title: Department Heads and Contract employees.
3. Pursuant to Government Code Section 54957.6, the Council will meet with the Personnel Officer and City Attorney to discuss labor negotiations related to the following bargaining units: All Represented Units.

OPEN SESSION

1. Announcement from Closed Session
2. Pledge of Allegiance
3. Adoption of Agenda

PRESENTATIONS AND PROCLAMATIONS

1. HAVEN OF HOPE ON WHEELS PRESENTATION

Haven of Hope on Wheels is a mobile outreach program. The initiative aims to provide essential services to underserved and vulnerable populations within our community.

ACTION REQUESTED -

ACCEPT FOR INFORMATION.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - 6** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. CONTINUATION OF AGREEMENT WITH LIVE VIEW TECH (LVT) FOR MOBILE SURVEILLANCE CAMERA TRAILER SUBSCRIPTION

The City Council shall consider approval and authorization for a continued agreement with Live View Tech for a 12-month period, beginning Jan 1, 2025, through Dec 31, 2025, for the cost of \$37,746. From December 2023 through December 2024, the City of Oroville operated under an agreement with Live View Tech (LVT), and American company, for the use of a mobile security camera trailer system. The cost for this 13-month agreement was \$40,891.50, paid monthly at \$3,145.50.

ACTION(S) REQUESTED -

- 1. APPROVE TRAILER CAMERA LEASE AGREEMENT BETWEEN CITY OF OROVILLE AND LIVE VIEW TECH; AND**
- 2. AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE AGREEMENT.**

2. APPROVAL OF THE CALRECYCLE TCU20 LOCAL TIRE WASTE CLEANUP GRANT

The City Council shall consider approving the CalRecycle TCU20 Tire Waste Cleanup Grant in the amount of \$40,000.00

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9341 - APPROVING THE CALRECYCLE TCU20 LOCAL TIRE WASTE CLEANUP GRANT AND AUTHORIZE THE MAYOR TO SIGN.

3. CONSIDER AND ADOPT SIDE LETTER AGREEMENT BETWEEN TEAMSTERS AND THE OROVILLE CITY EMPLOYEE'S ASSOCIATION AND THE OROVILLE MANAGERS ASSOCIATION TO INCLUDE REQUIRED LANGUAGE TO ENROLL AND ESTABLISH EMPLOYER CONTRIBUTIONS IN their MEDICAL PLANS

The City Council shall consider the adoption of the attached side letter agreement between Teamsters Security Fund and the City of Oroville to establish employer contributions toward medical insurance for the Oroville City Employee's Association (OCEA) and the Oroville Manager's Association (OMA).

ACTION REQUESTED -

APPROVE THE ATTACHED SIDE LETTER LANGUAGE FOR THE OROVILLE CITY EMPLOYEE'S ASSOCIATION AND OROVILLE MANAGER'S ASSOCIATION.

4. SURPLUS OF AGED MISCELLANEOUS FIRE EQUIPMENT AND TRANSFER TO INDIAN VALLEY VOLUNTEER FIRE PROTECTION DISTRICT

The City Council shall consider declaring various fire rescue equipment as surplus and transferring the equipment to the Indian Valley Volunteer Fire Protection District (IVFPD). After losing all their equipment in the Dixie Fire, the IVFPD is operating on a limited budget and can use this surplus equipment, even though the items are outdated and no longer in active use in our city.

ACTION REQUESTED -

APPROVE THE SURPLUS OF AGED MISCELLANEOUS FIRE EQUIPMENT TO THE INDIAN VALLEY FIRE PROTECTION DISTRICT.

5. AUTHORIZATION TO SURPLUS AND SELL VEHICLES, CARGO, AND MISCELLANEOUS ITEMS

The City Council shall consider approval of the surplus and sale of vehicles, cargo, and miscellaneous items that are no longer cost-effective to maintain, repair, or store.

ACTION(S) REQUESTED -

- 1. DECLARE THE SPECIFIED VEHICLES, CARGO, AND MISCELLANEOUS ITEMS AS SURPLUS.**
- 2. APPROVE THEIR SALE THROUGH THE NEXT AVAILABLE SURPLUS AUCTION OR OTHER APPROVED METHOD.**

6. AUTHORIZATION TO AWARD PROFESSIONAL SERVICES AGREEMENT FOR JANITORIAL SERVICE AT ALL CITY FACILITIES TO BUTTE COMMUNITY SERVICES

The City Council shall consider approval of a professional services agreement for janitorial services for all City facilities to Butte Community Services, in an amount not-to-exceed \$4,000.00 per month or \$48,000.00 annually.

ACTION REQUESTED -

APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 3533 - AGREEMENT FOR JANITORIAL SERVICES AT ALL CITY FACILITIES, WITH BUTTE COMMUNITY SERVICES; AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

7. INTRODUCTION OF AN ORDINANCE TO AMEND SUBSECTION 13.30 OF THE OROVILLE MUNICIPAL CODE IMPLEMENTING A COMMUNITY CHOICE AGGREGATION PROGRAM WITH PIONEER COMMUNITY ENERGY

The City Council shall consider the introduction of an ordinance to amend Subsection 13.30 of the Oroville Municipal Code. Staff continue to work with Pioneer Community Energy (PCE), a Community Choice Aggregator, to transition power supply responsibilities from Pacific Gas and Electric (PG&E) to PCE. The anticipated transition date is targeted for the fall of 2026. In order to continue to move forward with PCE, changes in the City Municipal Code are needed.

ACTION REQUESTED -

WAIVE FIRST READING OF ORDINANCE NO. 1884.

8. PRIORITY DISPATCHING FOR THE FIRE DEPARTMENT

The City Council shall consider approving the implementation of Priority Dispatching within the City of Oroville. This initiative is designed to optimize the use of fire rescue resources by categorizing medical calls based on urgency and diverting non-emergency transport calls to the City ambulatory service. By doing so, the goal is to free up City fire engines for urgent emergencies, reduce the strain on City, County and State fire engines, and ensure resources are deployed efficiently.

ACTION REQUESTED -

APPROVE THE IMPLEMENTATION OF PRIORITY DISPATCHING WITHIN THE CITY OF OROVILLE FOR THE FIRE DEPARTMENT.

9. MUNICIPAL CODE DISCUSSION WITH REGARD TO VACANT BUILDINGS

The City Council shall have a discussion on how vacant buildings in the community that are not under construction or repair, not in compliance with City code, are contributing to blight, or are not being appropriately monitored and maintained can be problematic to crime, economic development and to property values. Options to address this issue, which include actions outlined in Chapter 9 of the Oroville Municipal Code will be discussed.

ACTION REQUESTED -

PROVIDE DIRECTION TO STAFF.

10. OPTIONS FOR FILLING VACANT TREASURER POSITION

The City Council shall consider the options for filling the vacant City Treasurer position. The City Treasurer position has been vacant since the untimely passing of former Treasurer, Karolyn Fairbanks. The City Council chose to not appoint a new Treasurer and instead put the matter before the voters at the November election. With nobody filing to run for this vacancy, and with the voters of the City voting down Measure J (which would have deleted the position of Treasurer), the Council must choose to appoint a replacement or put this matter on the ballot in November of 2026. Pursuant to Government Code section 36512, the City Council may select the process by which the vacancy may be filled.

ACTION(S) REQUESTED -

- 1. THE COUNCIL HAS THE OPTION TO MAKE A PROVISIONAL APPOINTMENT OR TO ORDER A SPECIAL ELECTION. IF THE COUNCIL DESIRES TO MAKE A PROVISIONAL APPOINTMENT, THE COUNCIL SHOULD DETERMINE THE DEADLINES AND A TIMELINE FOR THE PROVISIONAL APPOINTMENT.**
- 2. GIVEN THE LACK OF DUTIES THAT THE TREASURER WOULD BE RESPONSIBLE FOR (INVESTMENT OVERSIGHT), AND THE FACT THAT THESE RESPONSIBILITIES HAVE OTHER MEANS TO BE ADDRESSED, STAFF RECOMMEND PUTTING THIS MATTER ON THE BALLOT IN 2026.**

11. REQUEST FOR SPONSORSHIP OF THE ROTARY CLUB OF OROVILLE'S ANNUAL ROTARY ROUNDUP

The City Council shall consider the purchase of a Platinum level sponsorship for the Rotary Club of Oroville's Annual Rotary Roundup. The Rotary Club of Oroville has been a cornerstone in our community, contributing to various charitable projects and initiatives that enhance the quality of life for residents. Their Annual Rotary Roundup is a flagship event that brings together community members, businesses, and civic leaders to support local causes and foster community spirit.

ACTION(S) REQUESTED -

- 1. APPROVE THE PURCHASE OF A PLATINUM LEVEL SPONSORSHIP FOR THE ROTARY CLUB OF OROVILLE'S ANNUAL ROTARY ROUNDUP AT THE COST OF \$1,500.00; OR**
- 2. APPROVE A LOWER LEVEL OF SPONSORSHIP (INCLUDING SPONSORING A TABLE); OR**
- 3. MAKE NO SPONSORSHIP.**

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

- Mayor or Chairperson opens the public hearing and staff will present the item and answer Council questions.
- The hearing is opened for public comment limited to three (3) minutes per speaker. In the event of more than ten (10) speakers, time will be limited to one and a half (1.5) minutes. Under Government Code 54954.3, the time for each presentation may be limited.
- Speakers are requested to provide a speaker card to the City Clerk
- Public comment session is closed and then the Council will debate and take action
- Those wishing to speak at the public hearings below, but unable to attend before 5pm, may request that the council consider holding the public hearing after 5pm by emailing cityclerk@cityoforoville.org or calling 530-538-2535. Please submit request 24 hours before the meeting.
- Individuals may email comments for council consideration to publiccomment@cityoforoville.org

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items

2. Correspondence

- i. 555 Oro Dam Blvd E – Alcohol Beverage License
- ii. 2401 5th Avenue – Alcohol Beverage License
- iii. Business Assistance and Housing Development Monthly Report – December 2024
- iv. 01.10.2024 – Thank You Card from Butte County Office of Education
- v. Public Participation Hearings (PPHs) CalWater
 - **Upcoming Public Hearing on Water Utility Improvements and Rates in Oroville**
Every three years, California Water Service (Cal Water), a water utility provider in Oroville, is required to submit an application with the California Public Utilities Commission (CPUC), to review and set their rates so they reflect the actual cost of serving water to the community. This process involves a thorough review of operations, finances, and service, along with proposed infrastructure improvement projects across all Cal Water service areas so that rates reflect the current cost of

operating, maintaining, and upgrading their water system to provide safe, clean, reliable drinking water.

Members of the community are welcome to participate in Public Participation Hearings (PPHs) to learn more about the proposed projects in your area. There are two hearings scheduled on Thursday, January 23rd at 1 p.m. and 6 p.m.

If you are interested in participating in the hearing, you may do so by:

Joining online via these links:

[1:00 PM Link](#)

[6:00 PM Link](#)

If you are interested in providing comments, you must dial 1-800-857-1917, and then dial 6032788# when prompted.

Members of the public may also listen on the phone by dialing the above 1-800 number.

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on February 4, 2025 at 4:00 p.m.

Accommodating Those Individuals with Special Needs – In compliance with the Americans with Disabilities Act, the City of Oroville encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the City Clerk at (530) 538-2535, well in advance of the regular meeting you wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items, less than 72 hours prior to meeting, are available for public inspection at City Hall, 1735 Montgomery Street, Oroville, California.

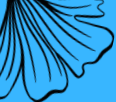
Recordings - All meetings are recorded and broadcast live on cityoforoville.org and YouTube.

OROVILLE SOUTHSIDE
COMMUNITY IMPROVEMENT
ASSOCIATION



**Expansion of the
Haven of Hope on
Wheels Program**





Proposal Overview:



HAVEN OF HOPE
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Item 1.

Objective:

To expand the Haven of Hope on Wheels program to serve three designated locations in Oroville three days per week, thereby increasing access to essential hygiene services for the city's homeless population.

Service Schedule:

Frequency: Three days per week

Duration:

Services will operate during agreed -upon hours, providing ample time for client intake and delivery of hygiene services at the proposed locations.

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OROVILLE SOUTHSIDE
COMMUNITY IMPROVEMENT
ASSOCIATION



Item 1.

The Haven of Wheels Program is a mobile service aimed at addressing the needs of the homeless community in Oroville. Our mobile service operates from 5 40-foot trailers that are equipped with essential facilities to support those experiencing homelessness. These trailers provide much-needed services, including showers, laundry, toilets, sinks, and stackable washing and dryer units.



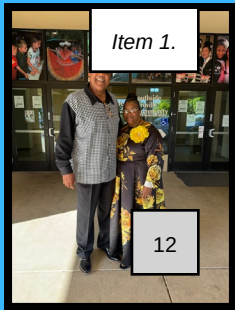
The Oroville Southside Community Improvement Association (OSCIA) is a 501(c)(3) organization dedicated to being a Haven of Hope for all individuals. Our mission centers around serving communities by providing programs and services focused on education, employment, and economic development.

Our initiatives include the Haven of Hope on Wheels, 3HP – Haven of Hope Housing Project, the Southside Community Center, and the Haven of Hope Family Resource Center. OSCIA aims to uplift and empower communities through a spirit of servitude and a commitment to positive change.

FOUNDERS:

KEVIN THOMPSON

DEBORAH THOMPSON





HAVEN OF HOPE QN'WHEELS

Item 1.

In Oroville, there are currently 214 individuals experiencing homelessness, and our organization has successfully served 168 of these individuals across two locations. We are seeking funding to continue and expand our services, which not only include showers and laundry but also wraparound services and access to community resources tailored specifically for our homeless population.



Item 1.

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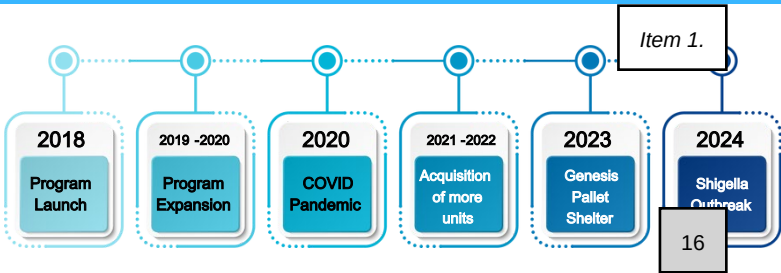
HAVEN OF HOPE
Q'N' WHEELS



On average, our program facilitates 25 to 30 showers and 10 loads of laundry daily while also offering comprehensive support to foster self-sufficiency. Through our services, we aim to prevent the spread of diseases, enhance the self-esteem of individuals within the homeless community, and increase their chances of securing employment. Additionally, by promoting good hygiene, we significantly reduce the risk of skin infections and other health-related issues associated with inadequate hygiene practices.



Timeline of Services:





HAVEN OF HOPE
ON WHEELS

Impact and Benefits of Services:

Expanding Haven of Hope on Wheels services will have the following impact and benefits to not only the clients served, but also the City of Oroville:

Enhance hygiene access:

Regular access to shower and laundry facilities not only improves

Item 1.

the immediate health and cleanliness of individuals but also restores their sense of dignity and self-worth. These hygiene services are critical for enabling individuals to seek employment, housing, and medical services without stigma.

Improved hygiene also reduces the spread of illnesses within the community and the broader population, fostering overall public health.



HAVEN OF HOPE ON WHEELS

Impact and Benefits of Services:

Expanding Haven of Hope on Wheels services will have the following impact and benefits to not only the clients served, but also the City of Oroville:

Support public health and safety:

Regular hygiene services reduce the prevalence of communicable diseases

Item 1.

such as Shigella, COVID -19, and skin infections, which can easily spread in unhoused populations. This proactive approach minimizes the burden on local healthcare facilities and emergency services. **In turn, it reduces the financial strain on public resources by preventing costly outbreaks and emergency visits.**



Impact and Benefits of Services:

Expanding Haven of Hope on Wheels services will have the following impact and benefits to not only the clients served, but also the City of Oroville:

Supports the improvement of public space

Item 1.

By reducing unsanitary conditions in public areas, this program can contribute to cleaner parks, streets, and communal spaces, enhancing the city's overall appearance and usability for residents and visitors.



HAVEN OF HOPE ON WHEELS

Impact and Benefits of Services:

Expanding Haven of Hope on Wheels services will have the following impact and benefits to not only the clients served, but also the City of Oroville:

Supports the local economy:

By partnering with Haven of Hope on Wheels, the City of Oroville will not only provide critical services for its unhoused and displaced populations but also stimulate the local economy. **HOHOW commits to hiring local residents, creating employment opportunities within the community, and sourcing materials and supplies from Oroville -based vendors** which will ensure that economic benefits remain within the community, supporting small businesses and fostering community growth.

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Impact and Benefits of Services:

Expanding Haven of Hope on Wheels services will have the following impact and benefits to not only the clients served, but also the City of Oroville:

Potential to Attract External Funding Opportunities

Item 1.

The partnership may open doors to additional funding through grants, philanthropic donations, or federal/state programs designed to support innovative homelessness solutions.



HAVEN OF HOPE
ON WHEELS

Impact and Benefits of Services:

Expanding Haven of Hope on Wheels services will have the following impact and benefits to not only the clients served, but also the City of Oroville:

Potential cost savings for the City of Oroville

Item 1.

Improved hygiene among the unhoused decreases the need for emergency medical interventions, minimizes clean up costs in public spaces, and supports public health initiatives. Additionally, facilitating transitions into permanent housing can reduce the long term costs associated with chronic homelessness.



HAVEN OF HOPE ON WHEELS

Impact and Benefits of Services:

Expanding Haven of Hope on Wheels services will have the following impact and benefits to not only the clients served, but also the City of Oroville:

Contribute to housing goals:

By providing critical hygiene and connecting clients with support systems, Haven of Hope on Wheels acts as a stepping stone for individuals transitioning off the streets and into stable housing. **Cleanliness and health are essential foundations for individuals to regain stability, employment, and independence, aligning with the city's long housing objectives.**



HAVEN OF HOPE ON WHEELS

Impact and Benefits of Services:

Expanding Haven of Hope on Wheels services will have the following impact and benefits to not only the clients served, but also the City of Oroville:

Strengthen community partnerships:

Collaborating with local partners enables a unified approach to addressing homelessness. Partnerships with health providers, shelters, and job placement agencies allow Haven of Hope on Wheels to act as a gateway to comprehensive support systems, increasing the likelihood of successful outcomes for those served. **These collaborations strengthen the city's capacity to address homelessness effectively.**

Item 1.

Key Partners and Sponsors:

Haven of Hope on Wheels is proud to work with an extensive network of supporters, including:

Butte County Public Health

Butte County Behavioral Health

Butte County Dept. of Employment and Social Services
(Housing and Homeless Division)

Butte County Continuum of Care

The Oroville Hope Center

The Open Door Church of Oroville

No 1 Church of God in Christ

Feed My Peeps

Oroville Homeless Coalition

River of Life Church

Supervisor William Connelly (District 1)

Ampla Health

The American Red Cross

NAACP of Butte County

The African American Family Cultural Center

Project WeHOPE

And many others



By expanding services within
the city, we can address
urgent needs, foster
collaboration, and work
toward sustainable solutions
for homelessness.



Item 1.

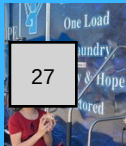


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The Haven of Hope on Wheels Program plays a crucial role in improving the overall well-being of Oroville's homeless population. By providing fundamental resources and support, we are not only addressing immediate needs but also contributing to long-term solutions for those seeking a pathway out of homelessness.

We appreciate your consideration for funding, which will enable us to continue making a positive impact in our community.



OROVILLE SOUTHSIDE
COMMUNITY IMPROVEMENT
ASSOCIATION



Thank you!!!



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CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: INTERIM CHIEF JASON WINES

**RE: CONTINUATION OF AGREEMENT WITH LIVE VIEW TECH (LVT) FOR
MOBILE SURVEILLANCE CAMERA TRAILER SUBSCRIPTION**

DATE: JANUARY 21, 2025

SUMMARY

The City Council shall consider approval and authorization for a continued agreement with Live View Tech for a 12-month period, beginning Jan 1, 2025, through Dec 31, 2025, for the cost of \$37,746. From December 2023 through December 2024, the City of Oroville operated under an agreement with Live View Tech (LVT), and American company, for the use of a mobile security camera trailer system. The cost for this 13-month agreement was \$40,891.50, paid monthly at \$3,145.50.

DISCUSSION

As part of the City's ongoing efforts to enhance public safety, The LVT security camera trailer had been strategically deployed within the city limits. Deployments were focused on high crime areas to enhance law enforcement's ability to deter crime. The camera trailer was successful in reducing the number of criminal acts in the area it was deployed.

The agreement to continue for another year is essential in the City's efforts to reduce crime until a more permanent camera solution can be identified and implemented.

The LVT Agreement outlines key provisions, including:

1. Maintenance Responsibility:

- LVT assumes all risks and liabilities for any and all loss, theft damage, and/ or destruction

2. Services provided:

- LVT will authorize Oroville Police access to all hardware, software or other system requirements needed to access and operate the cameral system.

3. Cost Allocation:

- The City will make payments to LVT per any arranged schedule.

4. Indemnification:

- Each party will indemnify the other for liabilities arising from their respective actions.

This agreement is required for continued use of the LVT trailer security camera system.

FISCAL IMPACT

The City is responsible for the lease price of the LVT of \$37,746 which is included the budget.

ACTION REQUESTED -

1. APPROVE TRAILER CAMERA LEASE AGREEMENT BETWEEN CITY OF OROVILLE AND LIVE VIEW TECH; AND
2. AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE AGREEMENT.

ATTACHMENTS

LVT Service Agreement
LVT Master Service Level Agreement

D3 SECURITY

DISCOVER, DETER, DEFEND

LVT Item 1.

KEY FEATURES

- Cloud-based automated alerts (email, SMS)
- Active deterrence (flood light, two-way speaker, strobe lights)
- Live streaming and 24/7 recording accessible through cellular connectivity
- Thermal analytics detect day and night
- Self-sufficient power management with tamper-resistant battery backup
- iOS and Android apps
- Optional live monitoring services
- Control camera access and add or remove users at any time



1. LOUDSPEAKER
2. ANTENNA
3. STROBE LIGHT (L)
4. STROBE LIGHT CENTER
5. STROBE LIGHT (R)
6. FLOOD LIGHT
7. EDGE CONTROLLER 2TBSSD (INSIDE)
8. TOOL-LESS INSTALLATION
9. OPTICAL CAMERA
10. THERMAL CAMERA

The D3 Live Unit is a cutting-edge, cloud-based security system. It provides a turn-key mobile solution for perimeter detection, deterrence, and alert-based monitoring. It is completely portable and is easy to deploy, relocate, or remove because it does not require hardwired connections. Instead, The D3 Live Unit combines solar power and batteries with cellular connectivity and proprietary software to protect your property.

TECHNICAL SPECIFICATIONS

WEIGHT	1,900 lbs
SUSPENSION	3,500 lbs axle & springs
TIRE SIZE	13"
POWER	24 V DC @ 24 watts (disarmed) @ 35 watts (armed) @ 100 watts (max, floodlight on)
SOLAR GENERATION	800 watts
BATTERY CAPACITY	460 AH

MEASUREMENTS

	LENGTH	WIDTH	HEIGHT
DEPLOYED	103"	96"	264"
TRANSPORT	100"	68"	102"
TOW	135"	68"	102"



MSLA SCHEDULE

This **Schedule**, including the attached **Quote**, together with the LiveView Technologies, Inc. ("LVT") Master SaaS and Service Level Agreement ("**MSLA**"), which is available at <https://www.lvt.com/msla>, sets forth the terms and conditions under which LVT will provide City of Oroville ("**Customer**") with the products and services set forth on the Quote below ("**Services**").

By executing this Schedule, Customer agrees to subscribe to the Services and to be bound by the terms and conditions of the MSLA. The MSLA is legally binding on Customer and Customer's end users and governs their subscription to and use of the Services. Customer should carefully read the MSLA before executing and submitting this Schedule. This Schedule and the MSLA will not be binding on LVT until LVT confirms acceptance by executing this Schedule.

The person executing and submitting this Schedule hereby represents and warrants to LVT that they have the legal authority to bind the Customer to the Schedule and MSLA. Upon LVT's acceptance of this Schedule, this Schedule and the MSLA represent the entire agreement between the Customer and LVT regarding the provision of Services by LVT to Customer.

Agreed and Accepted on _____
City of Oroville

[Signature]

[Name]

[Title]

Agreed and Accepted on _____
LiveView Technologies, Inc.

[Signature]

[Name]

[Title]



802 E 1050 S
American Fork, UT 84003
Phone: (801) 221-9408
DUNS Number: 196941160
Federal Tax ID (EIN): 20-2350309
Email: ar@lvt.com

Order Form #: Q-27917
Date: 1/16/2025
Expires On: 2/28/2025
Payment Terms: Net 30

Subscription Details
Subscription Term (Months):
MSA: Online MSLA
Start Date: 1/1/2025
End Date: 12/31/2025
The period between the Start Date and End Date is the "Term".

Company:
City of Oroville
Jason Wines

1735 Montgomery St
Oroville, California 95965-4820
United States

Prepared By:
Vahik Safarian
Customer Success Manager - SLED
West Coast
vahik.safarian@lvt.com

City of Oroville - Pilot Location					
	MSRP	QTY	Monthly Total / unit	Term Total / unit	Contract Total
Subscription	\$3,495.00	1.00	\$3,145.50	\$37,746.00	\$37,746.00
Mobile Mounting Structure - Solar - White	\$0.00	1.00	\$0.00	\$0.00	\$0.00
Setup Fee	\$500.00	0.00	\$0.00	\$0.00	\$0.00
Shipping Fee	\$1,500.00	0.00	\$0.00	\$0.00	\$0.00
Subtotal (pre-tax):	\$5,495.00			\$37,746.00	\$37,746.00

Quote Total:
Pre-Tax Quote Total: \$37,746.00

Marketing Terms
N/A

Equipment Relocation/Shipping Costs
Both offsite and onsite relocations are subject to a relocation setup fee of \$400.00 plus applicable shipping.

Data Usage Charges
All quoted prices are listed pre-tax. LVT will make the Services available through the use of cellular data connectivity. Unless otherwise agreed to in writing, customer will have access to 5 gigabytes of cellular data

per month for a standard LVT Omni unit. Customer will have access to 15 gigabytes of cellular data per month for a LVT D3 security unit. Data usage will be reset to zero on the first day of each month. Customers who go over their data usage will be charged \$10.00 per gigabyte.

Item 1.

This **MASTER SAAS AND SERVICE LEVEL AGREEMENT** ("Agreement") is entered into by and between **LiveView Technologies, Inc.** ("LVT"), a Delaware Corporation headquartered at 802 East 1050 South, Suite 300, American Fork, Utah 84003, and the individual or legal entity ("Customer"). In this Agreement, LVT and Customer are referred to individually as a "Party" and collectively as the "Parties". Capitalized terms used in this Agreement are defined in Section 12 of this Agreement or otherwise within the relevant Sections of this Agreement.

PLEASE READ THE FOLLOWING LVT AGREEMENT CAREFULLY. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER AGREES THAT IT HAS READ THIS AGREEMENT AND, AFTER DUE CONSIDERATION, HEREBY AGREES TO BE BOUND BY ALL THE TERMS OF THE AGREEMENT. CUSTOMER REPRESENTS AND WARRANTS: THAT IT IS NOT A LEGAL MINOR; THAT IT IS COMPETENT TO ENTER INTO BINDING CONTRACTS; AND THAT IT IS NOT DEPENDING ON ANY PROMISES OR STATEMENTS OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. IF CUSTOMER IS A COMPANY OR OTHER LEGAL ENTITY, THE PERSON AGREEING TO THIS AGREEMENT HEREBY REPRESENTS AND WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO BIND THE COMPANY OR OTHER LEGAL ENTITY TO THE TERMS OF THIS AGREEMENT.

1. SYSTEM AND SAAS SOLUTION

1.1 System. This Agreement contains the terms and conditions that govern and are applicable to Customer's and its Users access to and use of the SaaS Solution, Hardware, Software, Services, Documentation, and other components of the System. Upon execution of this Agreement and an applicable Schedule by both Parties, LVT hereby grants to Customer and its Users the right to access and use the SaaS Solution, Hardware, Software, Services, Documentation, and other components of the System strictly in accordance with the terms and conditions of this Agreement and the applicable Schedule. Customer's right to access and use of the SaaS Solution Hardware, Software, Services, Documentation, and other components of the System is granted by LVT to Customer under this Agreement strictly on a non-exclusive, non-transferable, non-sublicensable, and restricted basis only for Customer's lawful internal business purposes during the applicable Schedule Term (as defined below), and is conditioned upon and subject to Customer's timely payment to LVT of all Fees due or payable as required under this Agreement and all Schedules and Customer's and its Users' full compliance with all terms and conditions of this Agreement and all Schedules.

1.2 SaaS Solution. Pursuant to the applicable Schedule, LVT will provide to Customer and its Users access to and use of the SaaS Solution. Customer acknowledges and agrees that the SaaS Solution is currently operated and performed from and through Amazon Web Services ("Service Center") and that Customer Data will be stored on and processed by equipment and systems at such Service Center; provided however, that the foregoing shall not prohibit LVT's operation and performance of the SaaS Solution from a different service center or location in the United States, including if LVT determines that such different service center or location is necessary pursuant to LVT's then-current disaster recovery plan or back up plan. Under the applicable Schedule, LVT shall provide to Customer and its Users access to and use of the SaaS Services via the Internet by use of unique User ID's and passwords. LVT will provide all such User ID's and passwords to one or more Customer administrators designated by Customer ("Administrators") who will distribute such information to the Users. LVT will provide all such User ID's and passwords to the Administrators following LVT's receipt from Customer of written notice from the applicable Administrator of the name and e-mail address of each such User requiring a User ID and password. Following Customer's written request to LVT, LVT will terminate the access and use rights associated with the requested User ID and password.

1.3 Term. This Agreement shall be effective as of the Effective Date above and shall remain in effect for a period of twelve (12) months, and thereafter this Agreement shall automatically renew and continue for subsequent 12 month periods, unless written notice of non-renewal of this Agreement is provided by one Party to the other Party at least thirty (30) days prior to the expiration of the then-current twelve (12) month period of this Agreement. The initial twelve (12) month period and each subsequent twelve (12) month period of this Agreement is referred to in this Agreement as the "Term" of this Agreement. The Term of this Agreement is subject to earlier termination of this Agreement as provided for in this Agreement.

1.4 Schedules. LVT's provision of the SaaS Solution, Hardware, Software, Services, Documentation, and/or other components of the System to Customer under a Schedule shall commence on the start date specified in such Schedule (or if not specified therein, the date of LVT installation of the Hardware and/or initiation of Services for Customer under such Schedule) and shall continue until the end date specified in such Schedule ("Schedule Term"). Except as otherwise specified in the applicable Schedule, each Schedule shall automatically renew for additional Schedule Terms equal to the applicable expiring Schedule Term or one (1) year (whichever is shorter), unless either Party gives the other Party written notice of non-renewal of such Schedule at least thirty (30) days prior to the expiration of the then-current Schedule Term of such Schedule. If the Schedule Term of any Schedule extends past the Term of this Agreement, then such Schedule shall remain in effect and subject to the terms and conditions of this Agreement until the end of the Schedule Term of such Schedule or until it is earlier terminated pursuant to the terms of such Schedule or this Agreement. If any term or condition of any Schedule conflicts or is inconsistent with any of the terms or conditions of this Agreement, then the provisions of this Agreement shall be controlling and shall govern to the extent of such conflict or inconsistency, except to the extent such provisions of this Agreement are expressly stated in such Schedule to be superseded by the provisions of such Schedule and then in that case such provisions of such Schedule shall prevail solely with respect to the subject matter of such Schedule.

1.5 Customer Network. Customer acknowledges and agrees that it and its Users shall access and use the SaaS Services and Software provided or made available to Customer by LVT under this Agreement strictly in connection with the Hardware within the designated System for which it was provided by LVT to Customer under this Agreement. Installation of any Software by LVT for or on behalf of the Customer shall not include any modifications to the Customer's network, systems, security, or firewall settings without Customer's prior approval. LVT shall not be responsible or liable for any setup, operation, maintenance, performance, or compatibility issues for or in connection with Customer's network or systems, all of which remain the sole responsibility and liability of Customer. LVT may charge Customer additional fees or amounts for services required to be performed by LVT due to any inability to connect the Hardware to Customer's network or systems, or if any additional Hardware is required to facilitate connectivity between Customer's network or systems and the Hardware.

1.6 Third-Party Products and Services. LVT or third parties may from time-to-time make available to Customer third-party products or services, including but not limited to third-party applications and implementation, alert response services, customizations, and other consulting services ("Third-Party Products and Services"). Any purchase or acquisition by Customer of any such Third-Party Products and Services, and any exchange of data, information, or materials between Customer or its Users and any such third party providing any such Third-Party Products and Services, is solely between Customer or the applicable User and such third party, and not LVT. LVT does not make any representations, warranties, or guarantees for or in connection with any such Third-Party Products and Services or provide any maintenance, support, or assistance for any Third-Party Products and Services, whether or not they are designated by LVT as "certified" or otherwise, except as expressly specified in a Schedule regarding such Third-Party Products and Services entered into between Customer and LVT. Customer and LVT (i) will determine the appropriate terms and configuration of any Third-Party Products and Services and (ii) may modify and change the terms and configuration of Third-Party Products and Services by mutual agreement and by giving notice to the third-party service provider. Regarding third-party provided alert response services, the parties agree that Customer will receive alert response communications directly from the third-party alert response service provider; however, Customer should contact LVT for all other communication related to the third-party alert response services.

1.7 Suspension. LVT has and reserves the right to suspend Customer's and/or any User's access to or use of the SaaS Solution, Hardware, Software, Services, and/or any other components of the System: (i) for scheduled or emergency maintenance; (ii) immediately if Customer or any User breaches any provision of this Agreement or any Schedule; (iii) as LVT deems reasonably necessary to respond to any actual or potential security threat, breach, or concern, including those that may affect Customer, its Users, or any other LVT customer or users; or (iv) immediately if Customer or any User access to or use of the SaaS Solution, Hardware, Software, Services, or any other components of the System is interfering with or

otherwise negatively impacting access to or use of any LVT product or service by any other LVT customers or users or is violating any applicable laws, rules, regulations, or third-party rights.

1.8 Customer Portal. Under this Agreement, LVT may provide Customer with access to an online customer interface portal ("Customer Portal") for use by Customer in connection with its access to and use of the SaaS Solution, Hardware, Software, Services, and/or other components of the System. Customer's use of the Customer Portal is subject to LVT's policies and terms and conditions of use that LVT may establish from time-to-time and make available at the Customer Portal. Through such Customer Portal, Customer will provide to LVT the information requested by LVT, including Customer contact and payment information, and Customer will at all times keep all such Customer information accurate and up to date through the Customer Portal. Customer hereby consents to and grants LVT the right and authority to access and use the contact and other information Customer provides to LVT through the Customer Portal, including any and all e-mail addresses, to contact Customer from time-to-time. Customer will maintain the confidentiality and security of its Customer Portal login credentials provided by LVT to Customer. Customer will promptly notify LVT in writing of any known or reasonably suspected unauthorized access to its Customer Portal account, login credentials, or any other actual or potential breach of security of which Customer has knowledge involving the Customer Portal, SaaS Solution, Hardware, Software, Services, and/or any other component of the System.

1.9 Data Limits. Under this Agreement, LVT will make the SaaS Solution available to Customer and its Users through the use of a cellular data connection selected by LVT. For the SaaS Solution, Customer will have access to five (5) gigabytes of cellular data per calendar month for a standard LVT Omni unit. For the SaaS Solution, Customer will have access to fifteen (15) gigabytes of cellular data per calendar month for a LVT D3 or security unit. Customer's data usage allotment will be reset to zero (0) on the first day of each calendar month. If Customer exceeds the allotted data usage granted by LVT to Customer in any given calendar month, then such overage will be charged by LVT to Customer at a rate of \$10.00 USD per gigabyte (or the then-current rate charged by LVT for such overages), and Customer agrees that it shall pay to LVT any and all such overage Fees invoiced by LVT to Customer as provided for in this Agreement. LVT shall use reasonable efforts to provide Customer notice when Customer's monthly data usage is between 70%-80% of Customer's applicable data usage allotment.

2. CUSTOMER RESPONSIBILITIES

2.1 Cooperation. Customer will reasonably cooperate with LVT in connection with the performance of this Agreement as may be deemed necessary by LVT, which may include Customer making available to LVT such Customer personnel and information as may be reasonably required by LVT to provide the SaaS Solution, Hardware, Software, Services, and/or any other component of the System to Customer. Customer is solely responsible and liable for determining whether the SaaS Solution, Hardware, Software, Services, and/or any other components of the System are sufficient for Customer's purposes, including but not limited to, whether the SaaS Solution, Hardware, Software, Services, and/or any other components of the System meet or satisfy Customer's legal and/or regulatory requirements.

2.2 Software. Customer's and its Users' access to or use of the SaaS Solution, Hardware, Software, Services, and/or other components of the System may require Customer and Users to install certain Integration Software on Customer's and Users computers, network, or systems, or may require Customer and Users to install certain LVT Mobile Software on Customer's and Users mobile devices, which access and use shall be subject to the terms and conditions of this Agreement and applicable Schedule, including the access and use restrictions set forth in this Agreement and applicable Schedule.

2.3 Customer Information. Customer acknowledges and agrees that Customer and Users shall be required to provide to and share with LVT certain information for the purposes of LVT providing the SaaS Solution and/or other components of the System under this Agreement or any Schedule, such as usernames, LVT Admin Panel passwords, and other login information. This information may include personal information (such as email addresses and/or telephone numbers) regarding Customer and Users, and LVT will use such information for the purposes of providing the SaaS Solution and/or other components of the System to Customer and Users. Prior to authorizing an individual to become a User, Customer is fully responsible and liable for obtaining the consent and authorization of that individual, in accordance with all applicable

laws, to the use of his/her information by LVT for purposes of providing the SaaS Solution and/or other components of the System under this Agreement or any Schedule.

3. FEES AND PAYMENT

3.1 Fees. Fees payable by Customer to LVT shall be specified in the applicable Schedule. Except as otherwise expressly stated in the applicable Schedule, Customer will pay to LVT the Fees set forth in each Schedule in full. Such Fees in any Schedule may be increased by LVT by the lesser of the then-current Consumer Price Index for All Urban Consumers (CPI-U) or 3% for any subsequent renewal period of such Schedule. LVT shall send invoices to Customer for Fees due under a Schedule at the Customer address set forth on or in the LVT onboarding documents provided by Customer or at the Customer address set forth in the first paragraph of this Agreement above.

3.2 Payment. Unless otherwise expressly stated in the applicable Schedule, all Fees due from or payable by Customer to LVT under each Schedule shall be paid by Customer to LVT in full within thirty (30) days after the date of the LVT invoice therefor. All such Fees are payable by Customer to LVT in United States Dollars. Any such Fees not paid by Customer to LVT when due shall accrue interest at the lesser of 1.5% per month or the maximum interest rate allowed by applicable law until the overdue amount has been paid in full by Customer to LVT. In the event of any expiration or termination of this Agreement by LVT as provided for in this Agreement, no refund or return of any Fees paid by Customer to LVT under this Agreement shall be due or payable in any amount on account of such expiration or termination. In the event of termination of this Agreement by Customer as provided for in this Agreement, Customer shall be entitled as its sole and exclusive remedy, to receive a refund of any pre-paid subscription Fees paid by Customer to LVT for the SaaS Solution or Services not rendered by LVT under this Agreement as of the effective date of such termination. If any LVT invoice due date falls on a weekend, statutory holiday, or banking holiday, then that due date will automatically be deemed to be next business day. Customer shall not withhold or off-set any Fees payment due under any Schedule. Customer shall immediately notify LVT in writing of any disputed Fees amounts in any invoice received by Customer from LVT, and thereafter LVT and Customer shall use reasonable commercial efforts to resolve such disputed Fees amounts in such invoice; provided however, that if the Parties fail to resolve such dispute within sixty (60) days of the date of the disputed invoice, then Customer shall pay to LVT all Fees amounts in such invoice within ninety (90) days of the date of such invoice. Customer shall have no right, and hereby waives all right, to dispute any Fees amounts in any invoice more than ninety (90) days after the date of such invoice. Customer shall not be entitled to, and LVT shall not grant to Customer, any applicable credits (as determined by LVT) toward any Fees that are claimed or requested by Customer from LVT more than ninety (90) days after the date such credits first became creditable to Customer. Subject in all cases to Customer's obligations to pay Fees to LVT as provided for in this Agreement and any Schedule, Customer may modify the payment method by which it processes or pays LVT invoices from time-to-time upon prior written notice to LVT. If a third-party payment processing service is utilized by Customer, whether online payment portal or vendor payment portal or otherwise, then Customer shall be solely responsible and liable for all use of such payment processing service, including Customer's payment of any and all fees and amounts due or payable for use of such payment processing service.

3.3 Taxes. The Fees due from or payable by Customer to LVT under each Schedule do not include any applicable taxes, levies, duties, or similar governmental assessments or charges of any nature, including but not limited to value-added, goods and services, harmonized, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign government or jurisdiction (collectively, "Tax(es)"). Customer is solely responsible and liable for paying any and all Taxes, excluding only taxes payable by LVT based on LVT's net income. If LVT has the legal obligation to pay or collect any Taxes for which Customer is responsible under this Section, then the appropriate Taxes amount shall be paid in full by Customer within thirty (30) days of the date of LVT's invoice therefor. LVT shall specify in each invoice the Taxes due or payable by Customer to LVT under or in connection with the applicable Schedule. If requested by LVT, Customer shall cooperate with LVT to properly calculate any applicable Taxes under or in connection with the applicable Schedule. LVT will invoice Customer for such Taxes based on Customer's locations accessing or using the SaaS Solution, Hardware, Software, Services, and/or other components of the System under this Agreement or any Schedule. LVT invoices to Customer shall include and separately state each applicable Tax and will associate such Tax with the invoice line-item cost to which

the Tax applies. If Customer asserts in writing in advance to LVT that any Fees under any Schedule are not subject to or are exempt from Taxes and Customer provides to LVT a valid written tax exemption certificate from the relevant governmental taxing authority(ies) indicating that Customer is in fact not subject to pay or is exempt from paying such Taxes, then LVT will refrain from collecting and remitting such Taxes. If, however, any Tax(es) assessment results from LVT's failure to timely collect or remit any Tax(es) due to LVT's reliance on Customer's assertion to LVT that no Tax is due or a valid Tax exemption certificate applies to Customer, then Customer shall be solely responsible and liable for payment of any and all such Tax(es), including any interest, penalties, expenses, and costs related to such Tax(es) assessment, and Customer shall defend, indemnify, and hold harmless LVT and its Affiliates from and against any and all such Tax(es) assessment, and from and against any and all costs and expenses incurred by LVT related to any such Tax(es) assessment.

3.4 Credit Card. If the method of Customer payment of an invoice for Fees from LVT under this Agreement is by Customer credit card, then Customer agrees it shall: (i) keep Customer's credit card information updated with LVT and (ii) authorize LVT to charge Customer's credit card for all Fees and other amounts due from or payable by Customer to LVT under the applicable Schedule in advance monthly plus Taxes when due.

3.5 ACH. If the method of Customer payment of an invoice for Fees from LVT under this Agreement is by ACH, then Customer agrees it shall: (i) complete and sign an ACH authorization form in favor of LVT; and (ii) keep Customer's bank information for such ACH payment updated with LVT.

3.6 Carrier Fees. Customer acknowledges and agrees that: (i) Customer's and Users' third-party carriers or service providers may charge fees or amounts for data usage, messaging, telephone calls, or other services that are required for them to access or use the SaaS Solution, Services, and/or other components of the System; and (ii) Customer and Users are solely responsible and liable for any and all such fees, amounts, access, and usage in connection with any such third-party carriers or service providers.

3.7 Insufficient Funds. If any payment of Fees by Customer to LVT under this Agreement is returned based upon insufficient or unavailable funds in the Customer account upon which such payment was drawn, a minimum insufficient funds ("NSF") charge of thirty-five (\$35.00) dollars will be charged by LVT to Customer and will be paid by Customer to LVT as an additional payment to LVT. Any such NSF charge or payment shall not reduce or otherwise affect any of the Fees payment obligations of Customer to LVT under this Agreement or any Schedule.

3.8 Collections. Customer acknowledges and agrees that it shall be responsible and liable for and shall reimburse LVT for any and all costs, expenses, fees, and other amounts (including collection expenses, courts costs, and reasonable attorneys' fees) incurred by LVT to enforce any of Customer's Fees payment obligations to LVT under this Agreement and any Schedule.

4. RESTRICTIONS

Customer shall not, and shall not permit any Users nor any third party or individual to: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover or discern the source code, object code or underlying structure, ideas, or algorithms of the SaaS Solution, Hardware, Software, Services, or any other component of the System, and/or any data related to the SaaS Solution, Hardware, Software, Services, or any other component of the System (except to the extent such prohibition is contrary to applicable law that cannot be excluded by agreement of the Parties); (ii) modify, change, revise, translate, or create any derivative works of or based on the SaaS Solution, Hardware, Software, Services, and/or any other component of the System; (iii) share, rent, lease, loan, resell, transfer, license, sublicense, distribute, or otherwise provide access to or use of the SaaS Solution, Hardware, Software, Services, or any other component of the System to or with any third party or individual, or use or otherwise provide the SaaS Solution, Hardware, Software, Services, or any other component of the System for or in any timesharing or service bureau purposes or arrangements; or (iv) access or use the SaaS Solution, Hardware, Software, Services, or any other component of the System other than by Customer and its Users in accordance with this Agreement, the applicable Schedule, and in compliance with all applicable laws, rules, and regulations.

5. DELIVERY, INSTALLATION, AND USE OF HARDWARE

5.1 Shipping and Set up. Customer shall pay to LVT any and all shipping and installation Fees, charges, and other amounts for the Hardware under the applicable Schedule which shall be payable by Customer to LVT in accordance with such Schedule. LVT may invoice Customer for, and Customer shall pay to LVT, any and all Fees, charges, and other amounts for additional or add-on Hardware and/or other System components agreed to by Customer and LVT in the applicable Schedule which are delivered or stored by LVT for Customer, and/or for any and all Services performed by LVT for Customer before completion of the Hardware and/or other System components installation, relocation of existing Hardware, activation of the System, or any other Service(s). All unpaid and outstanding Fees, charges, and other amounts payable by Customer to LVT under this Agreement and the applicable Schedule shall be due and payable by Customer to LVT prior to completion of the installation of the Hardware and/or other System components under such Schedule and as a precondition to activation of the SaaS Solution, Services, and/or any other System components under such Schedule.

5.2 Maintenance and Repair. LVT will provide the Services to Customer as set forth in this Agreement and the applicable Schedule. LVT and its personnel shall use reasonable efforts when at Customer's location to perform Services in compliance with Customer's reasonable policies and guidelines regarding site safety and security that have been provided in writing by Customer to LVT reasonably in advance of LVT's personnel arrival at the relevant Customer location. As part of the Services, upon Customer's request to LVT, LVT will provide to Customer maintenance and repair of the covered Hardware as determined by LVT to be necessary due to Customer's normal use, wear, and tear of such Hardware. Additional charges shall be applicable and payable by Customer to LVT for any Services for maintenance and repair of such Hardware which are determined by LVT to be necessary due to changes or alterations in the Customer's locations or premises, changes or alterations of or to the Hardware or other components of the System (or any part thereof) made at the request of the Customer, or damage to the Customer's locations or premises or to the Customer's alarm system, or any other causes or events beyond the reasonable control of LVT. Any Services for installation, maintenance, or repairs of the Hardware or other components of the System shall be performed by LVT during LVT's normal working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays observed by LVT. Customer acknowledges and agrees that any such Services for installation, maintenance, or repairs are strictly for the specific Hardware or other components of the System covered under this Agreement, and that LVT has no obligation or liability to install, maintain, support, repair, service, replace, operate, or assure the operation of any device or devices of Customer, Users, or any third party or individual.

5.3 Representations and Warranties. Under this Agreement, LVT represents and warrants to Customer that:(i) LVT shall perform the Services in a professional and workman-like manner in accordance with industry practices and standards for similar services using competent LVT personnel having expertise suitable to perform their respective assignments from LVT to provide the Services to Customer under this Agreement;(ii) the SaaS Solution, Hardware, and Software as provided by LVT to Customer under this Agreement and the applicable Schedule shall materially conform to the descriptions and specifications therefor as set forth in the applicable Documentation provided by LVT to Customer in writing under this Agreement; and (iii) LVT will use reasonable efforts through employment of Virus scanning technology to endeavor that no Viruses are contained in the SaaS Solution or Software.

5.4 Risk of Loss or Damage. LVT hereby acknowledges and agrees that it assumes and shall bear all risk and liability for any and all loss, theft, damage, and/or destruction of any Hardware while such Hardware is in Customer's possession or control, except for any loss, theft, damage, and/or destruction due to Customer's gross negligence or willful or intentional harm. In the event of any such loss, theft, damage, or destruction of such Hardware, Customer shall immediately notify LVT in writing thereof and follow LVT's instructions regarding such Hardware.

5.5 Indemnification by LVT. LVT shall defend, indemnify, and hold harmless Customer from and against any and all claims and demands, and all related losses, damages, liabilities, judgments, awards, suits, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Customer Claim") to the extent arising from bodily injury, death, or damage to real or tangible property directly caused by the gross negligence or willful misconduct of LVT or its employees or agents occurring while performing the

Services for Customer under this Agreement while present at Customer's location(s) where such Services are provided by LVT to Customer under this Agreement. Notwithstanding the foregoing, LVT's obligations and liabilities provided for in this Section shall not apply to any Customer Claim arising from or in connection with any negligence or misconduct of Customer, its employees, or agents, or of any other individuals who are not LVT employees or agents providing the Services to Customer under this Agreement. LVT's obligations and liabilities provided for in this Section are conditioned upon and subject to Customer: (i) promptly notifying LVT of the relevant Customer Claim in writing; (ii) tendering to LVT the sole and exclusive right to defend or settle such Customer Claim; and (iii) fully cooperating with LVT in LVT's defense or settlement of such Customer Claim at LVT's sole cost and expense. Customer shall not enter into any settlement of any Customer Claim without LVT's express prior written approval.

5.6 DISCLAIMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE FEES AND OTHER AMOUNTS LVT CHARGES CUSTOMER UNDER THIS AGREEMENT ARE BASED UPON THE VALUE OF THE SYSTEM LVT PROVIDES TO CUSTOMER UNDER THIS AGREEMENT AND ARE UNRELATED TO THE VALUE OF ANY OF CUSTOMER'S LOCATIONS, PROPERTY, OR PREMISES, ANY PROPERTY OF ANY THIRD PARTY LOCATED IN OR ON CUSTOMER'S LOCATIONS, PROPERTY, OR PREMISES, OR ANY RISK OF LOSS AT ANY OF CUSTOMER'S LOCATIONS, PROPERTY, OR PREMISES. OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION ABOVE, LVT MAKES NO AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LVT DOES NOT REPRESENT OR WARRANT THAT (a) THE SAAS SERVICES, HARDWARE, SOFTWARE, SERVICES, OR ANY OTHER COMPONENTS OF THE SYSTEM OR ANY THIRD-PARTY PRODUCTS AND SERVICES WILL NOT BE COMPROMISED AND/OR CIRCUMVENTED, (b) USING THE SAAS SERVICES, HARDWARE, SOFTWARE, SERVICES, OR ANY OTHER COMPONENTS OF THE SYSTEM OR ANY THIRD-PARTY PRODUCTS OR SERVICES WILL PREVENT ANY LOSS, DAMAGE, EXPENSE, OR INJURY DUE TO ANY CAUSES, INCLUDING WITHOUT LIMITATION ANY BURGLARY, HOLD-UP, ROBBERY, THEFT, CRIME, FIRE, OR OTHERWISE, OR (c) THE SAAS SERVICES, HARDWARE, SOFTWARE, SERVICES, OR ANY OTHER COMPONENTS OF THE SYSTEM OR ANY THIRD-PARTY PRODUCTS AND SERVICES WILL PROVIDE THE PROTECTION REQUIRED OR INTENDED BY CUSTOMER. UNDER THIS AGREEMENT, THE RISK OF ANY AND ALL SUCH LOSS, DAMAGE, EXPENSE, OR INJURY REMAINS SOLELY WITH CUSTOMER, AND NOT LVT. INSURANCE, IF ANY, COVERING ANY SUCH RISK, LOSS, DAMAGE, EXPENSE, OR INJURY SHALL BE THE SOLE RESPONSIBILITY OF CUSTOMER, AND NOT OF LVT. LVT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE, OR INJURY DUE DIRECTLY OR INDIRECTLY TO ANY OF THE EVENTS DESCRIBED ABOVE IN THIS SECTION, OR THE CONSEQUENCES FLOWING THEREFROM. CUSTOMER HEREBY RELEASES AND WAIVES TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW FOR ITSELF AND ITS INSURERS ALL SUBROGATION AND OTHER RIGHTS TO RECOVER FROM LVT ARISING AS A RESULT OF PAYING ANY CLAIM FOR LOSS, DAMAGE OR INJURY OF CUSTOMER, USERS, OR ANY THIRD PARTY OR INDIVIDUAL. THE DISCLAIMERS, PROTECTIONS, LIMITATIONS, AND WAIVERS IN THIS SECTION SHALL ALSO BE APPLICABLE TO LVT's AFFILIATES, SUPPLIERS, LICENSORS, AND THIRD-PARTY SERVICE PROVIDERS.

6. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ANY SCHEDULE OR EXHIBIT TO THE CONTRARY, IN NO EVENT SHALL LVT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY SCHEDULE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY LOST PROFITS, HOWEVER CAUSED. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ANY SCHEDULE OR EXHIBIT TO THE CONTRARY, ANY AND ALL LIABILITY OF LVT UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY SCHEDULE SHALL BE LIMITED IN ALL CASES TO DIRECT DAMAGES ONLY WHICH IN THE AGGREGATE SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO LVT UNDER THIS AGREEMENT IN THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO CUSTOMER'S CLAIM FOR DAMAGES OR LVT LIABILITY. THE DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS SECTION SHALL APPLY NO MATTER HOW THE LOSS, DAMAGE, EXPENSE, INJURY, OR OTHER

CONSEQUENCE OCCURS, EVEN IF DUE TO LVT'S PERFORMANCE, NONPERFORMANCE, OR BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR FROM NEGLIGENCE (INCLUDING TORT), ACTIVE OR OTHERWISE, STRICT LIABILITY, VIOLATION OF ANY APPLICABLE LAWS, OR ANY OTHER ALLEGED FAULT ON THE PART OF LVT, ITS EMPLOYEES OR AGENTS. THE DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS SECTION SHALL APPLY EVEN IF LVT WAS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH LOSS, DAMAGE, EXPENSE, INJURY, OR OTHER CONSEQUENCE. THE DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS SECTION SHALL ALSO BE APPLICABLE TO LVT'S AFFILIATES, SUPPLIERS, LICENSORS, AND THIRD-PARTY SERVICE PROVIDERS.

7. TERMINATION

7.1 Breach. Either Party may terminate this Agreement upon written notice of such termination to the other Party if the other Party has committed a material breach of the terms or conditions of this Agreement or any Schedule and such Party fails to cure such breach within thirty (30) days of such Party's receipt of written notice of such breach from the non-breaching Party.

7.2 Bankruptcy. Either Party may terminate this Agreement upon written notice of such termination to the other Party: (i) upon the institution or if a petition is filed, notice is given, a resolution is passed, or an order is made, in each case by or against the other Party under any applicable laws relating to insolvency, administration, liquidation, receivership, bankruptcy, or any other winding up proceedings; (ii) upon the other Party's making an assignment for the benefit of creditors or making a voluntary arrangement with its creditors; (iii) upon the other Party's dissolution or ceasing, or threatening to cease to do business; or (iv) if any event occurs, or proceeding is instituted, with respect to the other Party that has the equivalent or similar effect to any of the events provided for in this Section above.

7.3 Other Termination. In addition to LVT's termination rights provided for in this Agreement or the applicable Schedule, LVT shall have the right to terminate this Agreement and/or any Schedule and/or to discontinue any SaaS Solution, Hardware, Software, Service(s), and/or any other components of the System under this Agreement or any Schedule at any time upon written notice of such termination or discontinuance to Customer if: (i) LVT's connections or connectability to provide the SaaS Solution, Hardware, Software, Services, and/or other components of the System to Customer under this Agreement or any Schedule are/is damaged or destroyed by fire, weather, catastrophe, or any other cause beyond LVT's reasonable control, or if LVT is unable or if it is impractical for LVT to obtain or maintain any connections, rights, or privileges required for the SaaS Solution, Hardware, Software, Services, and/or other components of the System to transmit signals between the Customer's locations or premises and LVT's designated locations or premises; (ii) Customer fails to follow and implement LVT's requirements or recommendations for the repair or replacement of any defective parts of the Hardware and/or other components of the System; (iii) Customer fails to comply with the Documentation or other written operating instructions for the Hardware and/or other components of the System provided by LVT to Customer which LVT in its sole discretion determines results in an undue number of false alarms or malfunctions for or in connection with the Hardware and/or other components of the System; (iv) in LVT's sole opinion, the Customer locations or premises where the Hardware and/or other components of the System are or are to be installed are unsafe, unsecure, unsuitable, or so modified or altered after installation so as to render continuation of SaaS Solution, Hardware, Software, Service(s), and/or other components of the System unsafe, unsecure, unsuitable, impractical or impossible; or (v) delivery or provision of the SaaS Solution, Hardware, Software, Services, and/or other components of the System, or continued delivery or provision of the SaaS Solution, Hardware, Software, Services, and/or other components of the System, violates of any applicable laws, rules, regulations, or rights of any third party or individual. LVT shall not be responsible or liable for any damages, losses, costs, and/or expenses of Customer or Users which result from or are in connection with any such termination of this Agreement and/or any Schedule and/or any discontinuance of any SaaS Solution, Hardware, Software, Service(s), and/or other components of the System by LVT in accordance with the foregoing in this Section above.

7.4 Post-Termination. Upon any expiration or termination of this Agreement, in addition to any and all other rights and remedies of LVT under this Agreement, at law, or in equity: (i) Customer shall immediately cease all access to and use of the SaaS Solution, Hardware, Software, Services, Documentation, and other

components of the System; (ii) LVT shall at its option have the right to take immediate possession of the Hardware and charge Customer for LVT's costs and expenses to collect the Hardware plus a 1.0% service charge on all such amounts, or declare immediately due and payable, without additional notice presentment or demand, an amount equal to the total of (a) all unpaid Fees and other amounts due from Customer to LVT hereunder, whether accrued or due for the balance of the applicable Schedule Term not yet due, plus (b) as determined by LVT the anticipated fair market value of the Hardware at the end of the Schedule Term if such Hardware is not returned by Customer to LVT within ten (10) days of the end of such Schedule Term; and (iii) Customer shall ensure that all collected or returned Hardware shall be in good working condition and repair (ordinary wear and tear excepted). Customer acknowledges and agrees that Customer has no and shall have no right of purchase and no equity in the Hardware or any other component of the System under this Agreement or any Schedule, or by operation of law or otherwise.

8. CONFIDENTIALITY

8.1 Confidential Information. Under this Agreement, the term "Confidential Information" means any information or data disclosed, provided, or made available by one Party ("Disclosing Party") to the other Party ("Receiving Party") under or in connection with this Agreement or any Schedule in any form (whether written, electronic, oral, or otherwise) that is marked or labelled as confidential or proprietary to the Disclosing Party, that at the time of disclosure is declared by the Disclosing Party to be confidential or proprietary to the Disclosing Party, or that reasonably should be understood to be confidential or proprietary to the Disclosing Party given the nature of the information or data and the circumstances of its disclosure, including without limitation, any trade secrets, technology, technical information, inventions, know-how, ideas, methods, business, financial and customer information, pricing, forecasts, strategies, and product and service development plans. Customer Data and Customer Personal Data are hereby deemed to be Customer Confidential Information. The SaaS Solution, Hardware, Software, Services, Documentation, and other components of the System are hereby deemed to be LVT Confidential Information. This Agreement and the Schedules are hereby deemed to be LVT Confidential Information, including the terms and conditions of this Agreement and all Schedules. The Receiving Party acknowledges and agrees that any and all Confidential Information of the Disclosing Party is and shall remain owned by and be the exclusive property of the Disclosing Party and that nothing in the Agreement shall be construed or deemed to grant or convey to the Receiving Party any rights or licenses in or to the Confidential Information of the Disclosing Party except as expressly set forth in this Agreement.

8.2 Non-Disclosure and Non-Use. The Receiving Party agrees it shall: (i) not disclose or provide any Confidential Information of the Disclosing Party to any third party or individual other than Receiving Party's employees, agents, and contractors ("Representatives") with a need to know such Confidential Information of the Disclosing Party and who have entered into written non-disclosure and non-use agreements with the Receiving Party providing for protection of the Disclosing Party's Confidential Information on terms no less protective and restrictive than those contained in this Section, and (ii) not use Confidential Information of the Disclosing Party except solely as reasonably required for Receiving Party to exercise its rights or fulfill its obligations under or in connection this Agreement and each Schedule. The Receiving Party agrees that it is and shall be responsible and liable for any breach of this Agreement or any Schedule by any of its Representatives. The Receiving Party further agrees that it shall use the same degree of care to protect against unauthorized disclosure and unauthorized use of such Confidential Information of the Disclosing Party that the Receiving Party uses with respect to its own confidential or proprietary information of similar nature, but in no event will the Receiving Party use less than a reasonable degree of care to protect such Confidential Information of the Disclosing Party against unauthorized disclosure and unauthorized use. For the avoidance of doubt, Customer acknowledges and agrees that LVT uses the services of certain third parties for or in connection with the provision of the SaaS Solution, Hardware, Software, Services, and other components of the System to Customer and Users and that such third parties will have access to Customer's Confidential Information, subject to LVT's compliance with this Section.

8.3 Exceptions. Confidential Information of the Disclosing Party will not include any information or data to the extent the Receiving Party can demonstrate through competent documented evidence that such information or data: (i) is or becomes generally available to the public without any breach of this Agreement by the Receiving Party, or otherwise without any wrongful act of the Receiving Party; (ii) was already in the Receiving Party's possession or already known by the Receiving Party prior to initial receipt from the

Disclosing Party; (iii) was rightfully disclosed to the Receiving Party without restriction by a third party who had no confidentiality or non-disclosure obligations or duties owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without any use of or reference to any Confidential Information of the Disclosing Party.

8.4 Legally Required Disclosure. Nothing in this Agreement will prevent the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent required by judicial or governmental order, provided that, to the extent permitted by applicable law, the Receiving Party shall give the Disclosing Party reasonable prior written notice of such required disclosure and the Confidential Information of Disclosing Party required to be disclosed pursuant to such judicial or governmental order so as to permit the Disclosing Party to contest such disclosure or seek an appropriate remedy for or in connection with such disclosure. If such remedy is not secured by the Disclosing Party, the Receiving Party agrees that it shall furnish only that portion of the Confidential Information of the Disclosing Party which the Receiving Party is legally required to furnish and, in conjunction with the Disclosing Party, to use all reasonable efforts to assure that the information is maintained in confidence by the party to whom it is so furnished.

8.5 Injunctive Relief. The Receiving Party acknowledges and agrees that any breach of its non-disclosure and non-use obligations provided for in this Section may result in serious and irreparable harm to the Disclosing Party for which the Disclosing Party may not be adequately compensated and for which damages are difficult to accurately measure. Therefore, the Receiving Party acknowledges and agrees that, in addition to all other rights and remedies that the Disclosing Party may have available to it under this Agreement, at law, or in equity, the Disclosing Party shall be entitled to seek the specific performance of such obligations of the Receiving Party and to both temporary and permanent injunctive relief without the necessity of posting any bond or other security.

8.6 Return or Destruction. The Receiving Party shall, upon any expiration or termination of this Agreement or otherwise upon the written request of the Disclosing Party to the Receiving Party, promptly return to the Disclosing Party, or destroy if so instructed by the Disclosing Party, and provide written certification to the Disclosing Party of such return or destruction, all Confidential Information of the Disclosing Party, without retaining any copy, extract or summary of any part thereof. Notwithstanding the foregoing, the Receiving Party may retain copies of Confidential Information of the Disclosing Party to the extent necessary for purposes of the Receiving Party's compliance with its ordinary course internal document retention and backup requirements and procedures, provided that such Confidential Information of the Disclosing Party shall remain subject to the Receiving Party's non-disclosure and non-use obligations provided for in this Section for so long as such Confidential Information of the Disclosing Party is so retained by the Receiving Party.

8.7 Data Protection Addendum. During the term of this Agreement, LVT and Customer shall comply with their respective obligations set forth in the **Data Protection Addendum** attached to this Agreement as Exhibit A.

9. INTELLECTUAL PROPERTY RIGHTS; FEEDBACK

9.1 Intellectual Property Rights. Customer acknowledges and agrees that LVT, its Affiliates, suppliers, or licensors exclusively own and retain any and all Intellectual Property Rights in, to, or relating to the SaaS Solution, Hardware, Software, Services, Documentation, and any and all other components of the System, including any and all Updates, modifications, changes, revisions, improvements, and derivative works thereof. This Agreement does not sell, convey, transfer, or assign to Customer or any User any rights of ownership in or to the SaaS Solution, Hardware, Software, Services, Documentation, or any other components of the System, or in or to any Intellectual Property Rights of LVT, its Affiliates, suppliers, or licensors. LVT, its Affiliates, suppliers, and licensors reserve all rights not expressly granted.

9.2 Performance Data. As between the Parties, LVT shall exclusively own any and all Performance Data. Notwithstanding anything in this Agreement or any Schedule to the contrary, Customer acknowledges and agrees that LVT has the right to: (i) use and modify Customer Data for the purposes of (a) LVT providing the SaaS Solution, Hardware, Software, Services, and/or other components of the System to Customer and Users under this Agreement and the Schedules, and (b) LVT generating, developing, or creating

Performance Data; and (ii) freely use, make available, distribute, market, sell, and otherwise exploit Performance Data for any LVT business purposes, including without limitation, for improving, developing, testing, operating, promoting, and marketing the SaaS Solution, Hardware, Software, Services, and other components of the System and any other LVT products and services.

9.3 Feedback. Although not obligated to do so, Customer and/or Users may choose to provide to LVT or any of LVT's personnel feedback, suggestions, ideas, comments, improvements, or other information or data regarding or in connection with the SaaS Solution, Hardware, Software, Services, and/or other components of the System or any other LVT products or services ("Feedback"). If Customer and/or Users provide any such Feedback to LVT, then Customer and/or Users hereby assign to LVT any and all Intellectual Property Rights of Customer and Users in and to any such Feedback, and Customer and Users hereby waive any and all claims they may have now or may hereafter have in the future in any country or jurisdiction to so-called "rental rights," "moral rights," and all rights of "droit moral" in such Feedback (even if such Feedback is altered or changed in a manner not agreeable to Customer or Users). Customer and Users represent and warrant to LVT that Customer and Users have all rights and authorizations necessary or required to make the assignments and waivers provided for in this Section. Customer and Users will at LVT's cost and expense reasonably assist LVT in its efforts to formalize, register, protect, and/or otherwise perfect LVT's rights in any such Feedback, including through the execution and delivery of documentation LVT determines is necessary or expedient for LVT to formalize, register, protect, and/or otherwise perfect LVT's rights in any such Feedback.

10. GOVERNMENT MATTERS

10.1 Export. Notwithstanding anything in this Agreement or any Schedule to the contrary, Customer shall not use, export, or re-export, or allow the export or re-export of, the SaaS Solution, Hardware, Services, Documentation, and/or any other components of the System, or anything related thereto or any direct product thereof, in violation of any restrictions, laws, or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Customer represents and warrants to LVT that Customer and Users are not named on any U.S. government denied-party list. Customer and Users shall not access or use the SaaS Solution, Hardware, Software, Services, Documentation, or any other components of the System in or for any U.S. embargoed country.

10.2 Anti-Corruption. Customer acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from LVT or any LVT employee or agent in connection with this Agreement or any Schedule. If Customer learns of any violation of the above restriction in this Section, then Customer will promptly notify LVT in writing thereof.

11. MISCELLANEOUS

11.1 Severability. If any provision of this Agreement or Schedule is found to be unenforceable or invalid by an arbitration panel or court of competent jurisdiction as provided for in this Agreement, then such provision will be limited or eliminated to the minimum extent necessary to comply with such finding and the other provisions of this Agreement and Schedules will otherwise remain in full force and effect in accordance with the remaining terms and conditions of this Agreement and Schedules.

11.2 Assignment. Neither this Agreement, nor any of the rights or obligations under this Agreement, shall be assigned or transferred by Customer to any third party without LVT's express prior written consent. LVT may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any Affiliate or third party. This Agreement and the Schedules shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

11.3 Survival. The Sections of this Agreement which by their nature should survive termination or expiration of this Agreement will survive termination or expiration of this Agreement, including Sections 3, 4, 5.4, 5.6, 6, 7, 8, 9, and 12.

11.4 Entire Agreement; Amendment. This Agreement including all Schedules and Exhibits attached hereto is the complete and exclusive statement of the mutual understanding of the Parties relating to the subject matter of this Agreement, and supersedes and replaces any and all previous written and oral agreements, communications, and other understandings between the Parties relating to the subject matter of this Agreement. This Agreement and each Schedule in order to be effective shall have been signed by an authorized representative of each of the Parties. Any amendments or modifications to this Agreement or any Schedule shall be effective only to the extent they are made expressly in writing signed by each of the Parties. Any waiver of any of the terms or conditions of this Agreement or any Schedule by a Party shall be effective only to the extent they are made expressly in writing signed by such Party. No force or effect shall be given to any terms or conditions contained on or in any Customer purchase order or any other Customer form document issued by Customer to LVT under or in connection with this Agreement, even if accepted or not rejected by LVT. No agency, partnership, joint venture, franchise, or employment relationship of any kind is created or entered into between the Parties under or as a result of this Agreement or any Schedule. Customer does not and shall not have any authority or right of any kind to bind LVT, its Affiliates, suppliers, or licensors in any respect whatsoever.

11.5 Notices. All notices required or permitted to be given between the Parties under this Agreement shall be in writing and shall be deemed to have been duly given to the other Party at its address first listed above in this Agreement: (i) when received, if personally delivered; (ii) when received, if delivered by courier service; and (iii) upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.

11.6 Force Majeure. Neither Party shall be liable or responsible to the other Party under this Agreement or any Schedule for any failure or delay in fulfilling or performing any of its obligations under this Agreement or any Schedule (except for obligations of Customer to make payments of Fees to LVT hereunder) if and to the extent such failure or delay is caused by or results from events or acts beyond the affected Party's reasonable control, including without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; pandemics; actions, embargoes or blockades in effect on or after the Effective Date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). The Party whose performance of its obligations under this Agreement or any Schedule is prevented or delayed by a Force Majeure Event shall give written notice thereof to the other Party, stating the period of time the occurrence of the Force Majeure Event is expected to continue and the affected Party shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event on the performance of its obligations under this Agreement and applicable Schedule(s). Without limiting the foregoing, Customer acknowledges and agrees that LVT assumes no and shall have no responsibility or liability for any interruptions, delays, or failures in installation of the Hardware or for the consequences therefrom, however caused, or for any interruptions, delays, or failures of the SaaS Solution, Hardware, Software, Services, and/or any other components of the System or for the consequences therefrom, due to any Force Majeure Event, and LVT shall not be required to provide the SaaS Solution, Hardware, Software, Services, and/or any other components of the System to Customer or Users while such interruption, delay, or failure of the SaaS Solution, Hardware, Software, Services, and/or any other components of the System is due to any such Force Majeure Event.

11.7 Governing Law; Venue. This Agreement and the Schedules shall be governed by the laws of the State of Delaware, and the applicable Federal laws of the U.S.A., without regard to conflict or choice of laws rules or principles. The Parties agree that any dispute between the Parties arising from or relating to this Agreement or any Schedule shall be brought in a court of competent jurisdiction in the State of Utah. Each Party waives and agrees not to plead or claim that a dispute brought in such court has been brought in an inconvenient forum. Notwithstanding the foregoing, LVT shall have the right at any time to institute or bring any action or proceeding in any court of competent jurisdiction for injunctive or other equitable relief for or in connection with any Intellectual Property Rights of LVT or any Confidential Information of LVT.

11.8 Prevailing Party. In any arbitration, or legal action or proceeding between the Parties in connection with this Agreement or any Schedule, the prevailing Party in such arbitration, or legal action or proceeding will be entitled to recover and be awarded its costs and attorneys' fees incurred by such Party in such arbitration, or legal action or proceeding.

11.9 Remedies. The rights and remedies of LVT under this Agreement, the Schedules, or otherwise available to LVT at law or in equity, are not exclusive, but rather shall be cumulative and the exercise of any particular right or remedy by LVT shall not preclude the exercise of any other rights or remedies by LVT in addition to, or as an alternative of, such right or remedy.

11.10 Counterparts. This Agreement and each Schedule may be executed by the Parties in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which together shall comprise one and the same instrument. Signed copies of this Agreement and each Schedule may be delivered by a Party to the other Party by facsimile or email, and a facsimile or scanned copy of this Agreement and each Schedule so delivered shall be binding as an original.

12. DEFINITIONS

12.1 “Affiliate” means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with another entity, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

12.2 “Customer” means the entity identified at the top of this Agreement as the Customer.

12.3 “Customer Data” means any information or data about Customer or Users that is supplied to LVT by Customer or any User in connection with their access to or use of the SaaS Solution or Services, or which LVT is required to access, use, generate, process, store, or transmit pursuant to this Agreement, including information about Customer’s and Users’ respective devices, computers, and use of the SaaS Solution or Services.

12.4 “Customer Personal Data” means any Customer Data that is personal data as defined under applicable Data Protection Laws.

12.5 “Data Protection Laws” means any applicable data protection laws, regulations, and legally binding codes of practice from time-to-time in force applicable to the performance of a Party’s obligations under this Agreement and any implementing legislation in the jurisdiction in which the Customer is located and any legislation which is analogous to and has the same object as the foregoing, namely the control and protection of data which is personal to individuals.

12.6 “Documentation” means all LVT documentation and/or other materials (including manuals, instructions, training materials, user guides, specifications, flow charts, technical and functional specifications, logic diagrams, and other support materials) for the access, use, operation, and/or functionality of the SaaS Services, Hardware, Software, Services, and/or other components of System provided or made available by LVT to Customer pursuant to this Agreement.

12.7 “Fees” means any and all fees and other amounts due from or payable by Customer to LVT as set forth on the Payment Schedule in a Schedule or as otherwise provided for in this Agreement or any Schedule.

12.8 “Hardware” means the LVT hardware and/or equipment listed or described in a Schedule and made available to Customer and Users by LVT under such Schedule and this Agreement, including any and all Updates of the preceding.

12.9 “Integration Software” means all (i) LVT proprietary software and (ii) open source software used in providing the SaaS Solution or Services which integrates with Customer’s network or application, including SSL or other VPN, Unix operating system, Microsoft application, or web application, as provided in the Documentation and any Updates, upgrades, fixes, or patches of the preceding developed and provided or made available to Customer by LVT under this Agreement from time-to-time.

12.10 “Intellectual Property Rights” means any and all patents, copyrights, trademarks, trade secrets, (including applications and registrations for any of the preceding rights), and any and all other intellectual,

proprietary, and industrial property rights of whatever nature in each case in any part of the world and whether or not registered or registerable, for the full period of the applicable afforded rights and any and all extensions and renewals of any of the preceding where applicable.

12.11 “Law(s)” means any and all laws, ordinances, statutes, rules, and regulations of any U.S. federal, state, or local governmental body or unit.

12.12 “LVT Admin Panel” means the LVT web portal currently accessible at <https://vms.lvt.com>, which allows Customer’s appointed Administrator(s) to, among other options, enroll and activate Users, issue and manage passcodes and bypass codes, and manage Customer’s and each User’s applicable mobile devices.

12.13 “LVT Mobile Software” means all LVT proprietary mobile software applications used in providing the SaaS Solution and Services to Customer, and any Updates, upgrades, fixes, or patches of the preceding developed and provided or made available to Customer by LVT under this Agreement from time-to-time.

12.14 “Payment Schedule” means the payment schedule for the Fees due from or payable by Customer to LVT as detailed in the applicable Schedule entered into between the Parties. The terms of the Payment Schedule in a Schedule may require Customer payment of such Fees to be paid to LVT either monthly on the first day of the calendar month, by ACH or credit card, annually, or multi-year and invoiced in advance, with payment due and payable in full from Customer to LVT within thirty (30) days of Customer receipt of LVT’s invoice therefor. Such Payment Schedule in a Schedule may also specify, among other things, a description of the SaaS Solution, Hardware, Software, Services, and/or other components of the System, maximum number of Users, initial Schedule Term, Fees, and such other charges and terms as agreed between the Parties in such Schedule.

12.15 “Performance Data” means any and all aggregate de-identified data and information from or relating to Customer’s and Users’ access to and/or use of the SaaS Solution, Hardware, Software, Services, and/or any other components of the System, including any performance, analytics, or statistical data, that LVT may collect, develop, or generate from time-to-time from or relating to Customer’s and Users’ access to and/or use of the SaaS Solution, Hardware, Software, Services, and/or any other components of the System.

12.16 “Personal Information” means any information relating to an identified or identifiable individual, including, but not limited to, name, postal or email address (or other online contact information such as an online user ID), telephone number, Social Security number (or its equivalent), driver’s license number (or other government-issued identification number), date of birth, demographic information, health or medical information, health insurance information, biometric data, account information (including checking, credit card, or other financial account information), personal identification number, access code, password, security questions and answers, next of kin contact information, Internet Protocol (IP) address, or any other unique identifier or one of more factors specific to the individual’s physical, physiological, mental, economic or social identity, in whatever format, including that contained in communications, documents, databases, records, or materials of any kind whether such data is in individual or aggregate form, and regardless of the media in which it is contained, including any of the foregoing that may be (i) disclosed to LVT by Customer or Users under this Agreement; (ii) processed by LVT under this Agreement; or (iii) derived by LVT from the information described in (i) or (ii) above in this Section. Personal Information includes cardholder data from Customer, including transaction authorization information, primary account numbers, service codes, expiration dates, full magnetic stripe data or equivalent on a chip, CAV2/CVC2/CVV2/CID, PIN number and other information within the scope of the Payment Card Industry Data Security Standard of the PCI Security Standards Council.

12.17 “SaaS Solution” means the LVT software-as-a-service solution listed or described in the applicable Schedule and made available to Customer and Users by LVT under such Schedule and this Agreement, including any and all Updates of the preceding.

12.18 “Services” means the installation, maintenance, support, LVT Amin Panel services, and other services provided, supplied, or made available to Customer and Users by LVT under this Agreement or any Schedule, including any and all Updates of the preceding.

12.19 “Schedule” means a written Schedule entered into between Customer and LVT that lists or describes the SaaS Solution, Hardware, Software, Services, Documentation, and/or any other components of the System, and/or any other products and/or services, that are ordered by Customer from LVT pursuant to such Schedule that shall be provided or made available to Customer and Users by LVT under such Schedule and this Agreement.

12.20 “Software” means the Integration Software and LVT Mobile Software, including any and all Updates of the preceding, that LVT provides or makes available to Customer or Users under this Agreement or any Schedule.

12.21 “System” means the SaaS Solution, Hardware, Software, Services, and Documentation provided or made available to Customer and Users by LVT under this Agreement or any Schedule.

12.22 “Updates” means any and all bug fixes, patches, corrections, enhancements, updates, or upgrades (including new versions) of or for the SaaS Solution, Software, or Services, as the case may be, which are provided or made available to Customer and Users by LVT under this Agreement or any Schedule.

12.23 “User” means any Customer user of the SaaS Solution, Hardware, Software, Services, and/or other components of the System whom Customer has authorized to enroll to access and use the SaaS Solution, Hardware, Software, Services, and/or other components of the System provided or made available to Customer and Users by LVT under this Agreement.

12.24 “Virus” means software computer instructions that: (i) adversely affect or disable the operation, security or integrity of a computing, telecommunications, or other digital operating or processing system or environment, including, without limitation, software, programs, data, databases, computer libraries, and computer and communications equipment, by altering, destroying, disrupting or inhibiting such operation, security or integrity; (ii) without functional purpose, self-replicate without written manual intervention; or (iii) purport to perform a useful function but which actually perform either a destructive or harmful function, or perform no useful function and utilize substantial computer, telecommunications or memory resources.

Exhibit A**Data Protection Addendum**

This **Data Protection Addendum** ("DPA") is entered into under and forms part of the Master SaaS and Service Level Agreement ("**Master Agreement**") entered into by and between the Customer named in the Master Agreement and LiveView Technologies, Inc. ("**LVT**"). This DPA shall be effective as of the earlier of the Effective Date of the Master Agreement or the date that Customer Data is first processed (as defined below) by LVT. This DPA is incorporated into the Master Agreement by this reference. Except as modified below, the terms of the Master Agreement shall remain in full force and effect in accordance with the terms of the Master Agreement.

In consideration of the mutual obligations in this DPA, the parties hereto agree as follows:

1. **Definitions.** The following definitions apply in this DPA. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Master Agreement.

1.1 "**CCPA**" means the California Consumer Privacy Act of 2018, as may be amended, or superseded from time-to-time, as well as any implementing regulations. This includes the California Privacy Rights Act of 2020 ("**CPRA**"), which amends the CCPA.

1.2 "**Data Subject**" means an individual who is the subject of Customer Data.

1.3 "**Customer Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Customer, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

1.4 "**Customer Data**" means any information or data processed by LVT or any Subprocessor on behalf of a Customer Group Member pursuant to or in connection with the Master Agreement. Without limitation, Customer Data includes Personal Information.

1.5 "**Customer Group Member**" means Customer or any Customer Affiliate.

1.6 "**Personal Information**" means any information that (a) identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household; or (b) the applicable Data Protection Laws otherwise define as protected personal information, personal data, or the like.

1.7 "**Data Protection Laws**" means all applicable federal, state, provincial, municipal, and foreign laws and regulations relating to the processing, protection, or privacy of Personal Information that are applicable to a particular Party's performance under the Master Agreement, including where applicable, the guidance and codes of practice issued by regulatory bodies (including industry self-regulation) in any relevant jurisdiction. This includes, but is not limited to, the CCPA, as well as any law or regulation that comes into effect after the date of execution of this DPA, including applicable data protection laws such as the California Consumer Privacy Act, the California Privacy Rights Act, the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Utah Consumer Privacy Act, section 5 of the FTC Act, state data breach notification laws, the Controlling the Assault of Non-Solicited Pornography and Marketing ("**CAN-SPAM**" Act), the Telephone Consumer Protection Act ("**TCPA**"), and any other similar privacy, cybersecurity data protection laws applicable to the protection and processing of Personal Information that may be enacted during the term of this DPA.

1.8 "**Security Incident**" means any (a) unauthorized, acquisition, loss, access, or use of any Customer Data; or (b) breach of security leading to the accidental or unlawful destruction, loss, alteration, unavailability, unauthorized disclosure of or access to Customer Data. To clarify, the loss, theft, or unavailability of, or unauthorized access, disclosure, acquisition or other processing of Customer Data is a Security Incident whether or not the incident rises to the level of a security breach or incident requiring notification under the Data Protection Laws.

1.9 "**Subprocessor**" means any person or entity (including any third party and any LVT Affiliate but excluding LVT employees) appointed by or on behalf of LVT to process Customer Data on behalf of any Customer Group Member or that LVT otherwise makes Customer Data available for a business purpose.

1.10 “**LVT Affiliate**” means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with LVT, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

1.11 “**collect**,” “**contractor**,” “**controller**,” “**process**,” “**processor**,” “**sell**,” “**share**,” “**sensitive personal information**,” and “**service provider**” shall be interpreted as defined by that term or the similar and reasonably equivalent terms under applicable Data Protection Laws. Their cognate terms shall be construed accordingly.

Personal Information Types and Processing Purposes

1.12 As between the parties hereto, Customer is the controller of the Customer Data and LVT is the processor or service provider, as applicable. As such, Customer retains control of the Customer Data and remains responsible for its compliance obligations under the applicable Data Protection Laws, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to LVT.

1.13 Each party hereto shall comply with all applicable Data Protection Laws in the processing of Customer Data and provide the same level of privacy protection as may be required by the applicable Data Protection Laws.

LVT's Obligations

1.14 Customer Data is disclosed to LVT (or collected by LVT on behalf of a Customer Group Member) only for the limited purpose of providing the SaaS Solution, Services, or as otherwise set forth in the Master Agreement. LVT will only process Customer Data as a processor or service provider, as applicable, and only to the extent, and in such a manner, as is necessary for LVT to provide the SaaS Solution, Services, or as otherwise set forth in the Master Agreement in accordance with Customer's written instructions. Customer and LVT acknowledge and agree that the Master Agreement (including any Schedules, orders made, and statements of work executed thereunder) and this DPA constitute Customer's instructions to LVT at the time of signing of this DPA.

1.15 LVT is prohibited from (a) selling or sharing the Customer Data; (b) retaining, using, or disclosing the Customer Data for any purpose other than for providing the SaaS Solution, Services, or as otherwise set forth in the Master Agreement as directed by Customer or as otherwise required by Data Protection Laws; (c) retaining, using, or disclosing the information outside of the direct business relationship between LVT and Customer; (d) combining Customer Data with Personal Information that the LVT receives on behalf of another person or entity, or collects from its own interactions with a Data Subject unrelated to the SaaS Solution, Services, or as otherwise set forth in the Master Agreement; and (e) knowingly collecting Customer Data that qualifies as sensitive personal information unless expressly instructed to do so by Customer.

1.16 LVT must promptly notify Customer if LVT determines that it can no longer meet its obligations under applicable Data Protection Laws.

1.17 LVT will maintain the confidentiality of all Customer Data, will not disclose it to anyone unless Customer, the terms of the Master Agreement or any Schedule, or this DPA specifically authorizes the disclosure, or the disclosure is required by law. If a law requires LVT to process or disclose Customer Data, LVT must first inform Customer of the legal requirement and give Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice.

1.18 LVT will reasonably assist Customer to meet its compliance obligations under the Data Protection Laws, taking into account the nature of LVT's processing and the information available to LVT.

1.19 Any notice or method used by LVT in connection with the collection of Customer Data by LVT must be consistent with LVT's obligations in the Master Agreement, this DPA, and the applicable Data Protection Laws. Without limitation, any such notice or method must be consistent with LVT being a “service provider” or “processor” to Customer, as those terms are defined under the applicable Data Protection Laws.

1.20 LVT grants to Customer the right, upon notice, to take reasonable and appropriate steps to (a) help ensure that LVT uses Customer Data in a manner consistent with Customer's obligations under the Data Privacy and Protection Laws; and (b) stop and remediate unauthorized use of Customer Data.

1.21 If the Master Agreement permits LVT to deidentify or anonymize Customer Data or create or use aggregate Data Subject information (collectively, “**Deidentified Data**”), LVT must do so in a way so that it no longer meets the applicable Data Protection Laws’ definition of Personal Information, and in a manner that cannot be reconstructed to identify any Customer Group Member. LVT will (a) take reasonable measures to ensure that the Deidentified Data cannot be associated with a natural person or Customer Group Member; (b) publicly commit to maintaining and using the Deidentified Data without attempting to re-identify the data; and (c) contractually obligate recipients of Deidentified Data to comply with all provisions of this Section.

1.22 If the Services use or incorporate technology that uses machine learning, artificial intelligence, or other similar technologies (together, “**AI Technology**”), LVT represents and warrants that it will use reasonable and appropriate safeguards in its design and operation of AI Technology including, without limitation, to identify and mitigate the risk of bias, prevent discrimination, and otherwise meet reasonable industry practices and evolving legal and regulatory obligations applicable to the development and use of AI Technologies.

1.23 LVT shall cooperate with and assist Customer in its response to (and fulfillment of) Data Subject requests. If LVT receives a request directly from a Data Subject to exercise their rights under to applicable Data Protection Laws with respect to their Customer Data, then LVT shall promptly inform the Data Subject that the request cannot be acted upon because it has been sent to a service provider or processor, as applicable.

2. Complaints and Third-Party Requests

2.1 LVT must promptly notify Customer (but in no event later than three (3) business days) if it receives any complaint, notice, or communication that directly or indirectly relates to (i) Customer’s compliance with the Data Protection Laws; or (ii) LVT’s compliance with the Data Protection Laws related to its processing of Customer Data.

2.2 LVT will not disclose Customer Data to any third party unless authorized by Customer or required by law. If government or regulatory authority demands access to Customer Data, LVT will notify Customer prior to disclosure, unless such notification is prohibited under applicable law.

2.3 LVT shall implement reasonable safeguards designed to ensure that access to Customer Data is restricted to only those LVT personnel who have a need to know such information to enable LVT to perform its obligations under the Master Agreement and this DPA. LVT’s personnel engaged in the processing of Customer Data shall be informed of the confidential nature of the Customer Data, have received training regarding their responsibilities with respect to Customer Data comprising Personal Information, and are aware of their obligations of confidentiality with respect to Personal Information. Further, LVT will take reasonable steps to ensure the reliability, integrity, and trustworthiness of all of LVT’s personnel with access to the Customer Data.

3. Security Practices. LVT must at all times implement reasonable and appropriate technical and organizational measures designed to safeguard Customer Data against unauthorized or illegal access, destruction, use, modification, processing, copying, or disclosure and against accidental loss, destruction, or damage including, but not limited to, the security compliance requirements set forth in Appendix A (“Security Compliance Requirements”) attached to this DPA. LVT must document those measures in writing and periodically review them, at least annually, to ensure they remain current and complete. Further, LVT must take reasonable precautions to preserve the integrity of any Personal Information it processes and to prevent any corruption or loss of the Personal Information, including but not limited to establishing effective back-up and data restoration procedures.

4. Security Incidents. LVT will within 48 hours notify Customer if it becomes aware of any Security Incident. Upon becoming aware of any Security Incident, LVT will take prompt action to reasonably contain, mitigate risks and further harm, and recover from the Security Incident in a manner that preserves relevant evidence and can support an appropriate subsequent investigation. LVT will also reasonably cooperate with and provide assistance to Customer to support Customer’s review, investigation and response to the Security Incident. This coordination may include: (a) assisting with any forensic investigation or review of the incident; (b) providing Customer with physical access to any facilities and operations affected; (c) facilitating interviews with LVT’s and its Subprocessors’ personnel, former employees and others involved

in the matter as may be appropriate; and (d) making available all relevant and non-privileged records, logs, files, data reporting, forensic reports, and other materials required to comply with all Data Protection Laws or as otherwise reasonably required by Customer. LVT will cover all reasonable expenses associated with the performance of the obligations under this Section, unless the matter arose from the Customer's specific instructions, negligence, willful default, or breach of this DPA, in which case Customer will cover all such reasonable expenses. LVT will also reimburse Customer for actual reasonable expenses incurred by Customer when responding and mitigating damages, to the extent that the Security Incident was caused by LVT.

5. Cross-Border Transfers. LVT shall store Customer Data on servers or equipment located in the United States. However, LVT may authorize Subprocessors located outside of the United States to process Customer Data.

6. Subprocessors

6.1 LVT may authorize a Subprocessor to process the Customer Data only if: (a) the Customer is given an opportunity either to opt out or to object within 30 days after the LVT supplies the Customer with details regarding such Subprocessor; (b) LVT enters into a written contract with the Subprocessor that contains terms substantially the same as those set out in this DPA; and (c) the LVT maintains control over all Customer Data it entrusts to the Subprocessor.

6.2 In the event Customer exercises its right to object to a new Subprocessor as described above in this Section, LVT will use reasonable efforts to make available to Customer a change in the SaaS Solution or Services or recommend a commercially reasonable change to Customer's configuration or use of the SaaS Solution or Services to avoid processing of Customer Data by the objected-to new Subprocessor without unreasonably burdening the Customer. If LVT is unable to make available such change within a reasonable time period, which shall not exceed thirty (30) days, Customer may terminate the applicable Schedule, order form, or agreement that relates to such SaaS Solution or Services which cannot be provided by LVT without the use of the objected-to new Subprocessor by providing written notice of such termination to LVT. LVT will refund to Customer any prepaid fees covering the remainder of the term of such Schedule, order forms, or agreement, as applicable, following the effective date of such Customer termination with respect to such terminated service.

6.3 Subject to the terms and conditions of sections 6.1 and 6.2, a Subprocessor located outside of the United States may view, monitor, and otherwise process Customer Data. However, no Subprocessor will download Customer Data to any system, service, or other equipment physically located outside of the United States.

6.4 LVT will be liable for the acts and omissions of its Subprocessors (and their downstream Subprocessors) to the same extent that LVT would be liable if performing the services of each Subprocessor directly. Nothing in this Section shall limit any requirements or obligations imposed on LVT relating to LVT's use of Subprocessors in the Master Agreement.

7. Term. This DPA will remain in full force and effect so long as: (a) the Master Agreement remains in effect; or (b) LVT retains any Customer Data related to the Master Agreement in its possession or control (the "**Term**").

8. Data Return and Destruction. Upon written request from Customer to LVT and/or on expiration or termination of the Master Agreement for any reason, within thirty (30) calendar days of receipt of the request or expiration or termination of the Master Agreement, LVT will securely destroy or, if directed in writing by Customer, return and not retain, all or any Customer Data in its possession or control, except that LVT may temporarily retain one copy made for backup purposes in the ordinary course; provided that such archive copy will be subject to the ongoing obligations contained herein and shall be destroyed upon the normal expiration of backup files. LVT shall provide any such returned Customer Data in the format and media reasonably specified by Customer, together with information sufficient for Customer to interpret such information. If any law, regulation, or government or regulatory body requires LVT to retain any documents or materials that LVT would otherwise be required to return or destroy, it will notify Customer in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends. LVT

may only use this retained Customer Data for the required retention reason or audit purposes. Upon request, LVT will certify in writing that it has destroyed the Customer Data.

9. Assessments: Privacy and Security Reports

9.1 During the Term and for two (2) years after this DPA terminates, upon reasonable written request of Customer, upon at least 30 days' notice, LVT shall allow, and cooperate with, reasonable assessments by Customer or Customer's third-party representatives to evaluate LVT's compliance with the terms of this DPA. The notice requirements herein will not apply if Customer reasonably believes that a Security Incident has occurred or is occurring, or LVT is in breach of any of its obligations under this DPA. Customer's will limit its right to conduct assessments of LVT to no more than once per calendar year, unless Customer reasonably believes that a Security Incident has occurred or is occurring.

9.2 At least once per year during the Term, LVT will conduct site audits of its Personal Information processing practices and the information technology and information security controls for all facilities and systems used in complying with its obligations under this DPA, including, but not limited to, obtaining a network-level vulnerability assessment performed by a recognized third-party audit firm based on recognized industry practices. Upon Customer's written request to LVT, LVT will make all of the relevant security audit reports available to Customer for review, which may include as applicable: Statement on Standards for Attestation Engagements (SSAE) No. 18 audit reports for Reporting on Controls at a Service Organization, reports relating to its ISO/IEC 27001 certification and other similar reports. Customer will treat such audit reports as LVT's confidential information under the Master Agreement.

9.3 LVT will promptly address any material issues, concerns, or exceptions noted in assessments or reports or with the development and implementation of a corrective action plan, that addresses any such issues, concerns, or exceptions.

APPENDIX A

Security Compliance Requirements

1. Application of Security Compliance Requirements. These Security Compliance Requirements apply to all Customer Data which is: (A) processed by LVT; (B) provided by or on behalf of Customer to LVT; (C) learned or otherwise used by LVT in connection with the performance of Services; or (D) otherwise collected or gathered from Customer in connection with the Services. Notwithstanding any contrary terms or conditions in the Master Agreement or any agreements between LVT and Customer, any exclusion in the Master Agreement or such agreements to the definition of Confidential Information shall not apply to Customer Data.

2. Generally Applicable Security Compliance Requirements: In all events, with respect to Customer Data, LVT shall:

a. follow the industry practice of ISO 27002:2005, Information Technology – Security Techniques - code of Practice for Information Security Management (“**ISO Security Standard**”), NIST 800-53, SSAE 18, or a similar industry framework.

b. logically and/or physically segregate Customer Data from the data of any third party (excluding, for the avoidance of doubt, data of Customer and its Affiliates necessary for LVT to fulfill its obligations or exercise its rights in or under the Master Agreement) and implement the rule of least privilege and reasonable industry standard access controls.

c. encrypt (utilizing AES-GSM 256-bit encryption or better) Customer Data if it is stored on network infrastructure owned and/or managed by LVT or on any approved cloud hosted infrastructure, or where Personal Information is transmitted over the internet or on a portable device.

d. when deleting Customer Data, LVT shall comply with “NIST Guidelines for Media Sanitization (Draft SP 800-88)”.

e. implement Multi-Factor Authentication (“MFA”) for any external access to an internal network where Customer Data is accessible.

f. notify the Customer Information Security organization promptly of any Security Incident by sending email to a designated email provided by Customer to LVT in writing, in addition to notifying the primary business contact at Customer. Such notification must be made in conformance with the timing requirements set forth in the DPA. The notification requirements and recipients in this Section 2(F) are in addition to the notification requirements and obligations in the main body of the DPA.

g. take prompt corrective action(s) to remedy a violation of (and to prevent any future violation of) any Security Compliance Requirement.

h. regularly monitor for and take prompt corrective action(s) to remediate any vulnerabilities or security concerns (i) identified by Customer; or (ii) identified by LVT and which present a high or critical risk to the systems that support the Services to Customer and/or Process Customer Data.

i. implement corrective action(s) for each of the above provisions (G) through (H) in a timeframe reasonably appropriate in light of the risk or as otherwise agreed upon with Customer.

j. maintain cybersecurity liability insurance reasonable and appropriate to the nature of LVT’s business and Services provided to Customer.

3. Certification Requirements: Company shall:

a. comply with both the general certification requirements set forth in this Section and any other applicable certification requirement(s) set forth elsewhere in these Security Compliance Requirements or LVT’s agreement(s) with Customer.

b. provide certification of compliance with the applicable Security Compliance Requirements by either obtaining such certification from an independent information security service company or through an annual self-assessment and certification, as approved by Customer.

provide written certification to Customer that Customer Data has been destroyed in accordance with the requirements of this Appendix A.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: RONNIE BELSER, DIRECTOR OF CODE ENFORCEMENT

**RE: APPROVAL OF THE CALRECYCLE TCU20 LOCAL TIRE WASTE
CLEANUP GRANT**

DATE: JANUARY 21, 2025

SUMMARY

The City Council shall consider approving the CalRecycle TCU20 Tire Waste Cleanup Grant in the amount of \$40,000.00

DISCUSSION

In October 2021, the Council entered into an agreement with Jennifer Arbuckle Consulting, a qualified professional consultant to provide grant management and implementation of SB 1383. The City applied for multiple grants offered by CalRecycle. One of these grants was the TCU20 Tire Waste Cleanup Grant.

The Department of Resources Recycling and Recovery (CalRecycle) administers a program to provide opportunities to divert waste tires from landfill disposal, prevent illegal tire dumping, and promote markets for recycled-content tire products.

Our City combats the illegal dumping by utilizing Code Enforcement, City Works and Public Works. Although these programs are successful the amount of illegal dumping continues unfettered as our community continues to struggle with homelessness and an understaffed police force. With that said it was in the City's opinion that applying for the CalRecycle TCU20 Tire Disposal Grant would be a good fit for our City's mission to better the quality of life for our citizens.

The City applied for the \$40,000 TCU20 Tire Disposal Grant in April 2024. In September 2024 the City was awarded the grant. The grant funds are for fiscal year 2024-2025. \$30,000 of the funds will cover the City's cost of tire disposal and \$10,000 of the funds will cover personnel costs.

The City is requesting Council's approval of the CalRecycle TCU20 Tire Disposal Grant for fiscal year 2024-2025.

FISCAL IMPACT

No impact to the General Fund

ACTION REQUESTED -

ADOPT RESOLUTION APPROVING THE CALRECYCLE TCU20 LOCAL TIRE WASTE CLEANUP GRANT AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

Resolution TCU20 Local Tire Waste Grant
Application for TCU20 Local Tire Waste Grant
Terms and Conditions for TCU20 Local Tire Waste Grant

**CITY OF OROVILLE
RESOLUTION NO. 9341**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING ALL DOCUMENTS
RELATING THROUGH FISCAL YEAR 2024-2025 CALRECYCLE TCU20 LOCAL
TIRE WASTE CLEANUP GRANT**

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

- a. The Council hereby ratifies all documents relating to the CalRecycle TCU20 Local Tire Waste Cleanup Grant authorizing and directing the Mayor to execute all program documentation.
- b. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on January 21, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman Mayor

APPROVED AS TO FORM:

ATTEST:

David Ritchie, Assist. City Attorney

Kayla Reaster, Assist. City Clerk



Application

Generated By: Cathy Aggergaard

Application Information

Applicant: City of Oroville**Cycle Name:** Local Gov't Waste Tire Cleanup Grant**Cycle Code:** TCU20**Grant ID:** 28521**Application Due Date:** 4/9/2024**Secondary Due Date:** 5/7/2024**Grant Funds Requested:** \$40,000.00**Matching Funds:** \$0.00 (if applicable)**Awarded Funds:** \$40,000.00

Project Summary: The City of Oroville's is a rural community situation at the base of Oroville dam that feeds the Feather River. The City has a natural trail system, various open overfill channels, and vacant lots within the City limits that are common areas for illegal dumping. We have approximately 9 ongoing illegal dumping sites that City staff cleans up weekly, with an average collection of 30-50 tires per week (See Attachment 1_pictures of illegal dump sites). Each illegal dump site is within 1,000 feet of a combination of residential homes, schools, recreational areas, waterways, public walkways, commercial or industrial centers, electrical transmission lines or an environmentally sensitive area.

To combat illegal dumping our Code Enforcement Department has developed a Work Program to clean up illegal dump sites on a weekly basis. Although this program is successful the amount of illegal dumping continues unfettered as our community continues to struggle with homelessness, and an understaffed police force. In 2023 we collected over 2,000 tires from various illegal dump site within the City. The disposal cost of tires ranges from \$10 to \$200 for each tire, depending on size and/or condition (cut and stripped tires have the highest rate; collection these tires conditions to grow as people look to remove the copper inside).

In 2023 the City picked up a total of 370 tons of illegal dumping each year, of which 70 tons was tires. This grant will go a long way toward helping to offset the disposal costs for tires. The City sends all tires to our local Tire Recyclers Waste Tire Products. All rims go to our local scrap metal recycler Crown Metals.

Applicant/Participant

Name: City of Oroville**Lead:** X**Federal Tax ID:** 94-6000387**Jurisdiction:** Oroville**County:** Butte

Contacts

		Prime	Second	Auth	Cnslt
Jennifer Arbuckle	Title: Principle/Owner	X		X	
817 Alan Lane Chico, CA 95926	Phone: 5306247947 Fax: Email: jarbuckleconsulting@gmail.com				
Brian Ring	Title: City Administrator			X	
1735 Montgomery Street Oroville, CA 95965	Phone: 5305382401 Fax: Email: bring@cityoforoville.org				

Budget

Category Name	Amount
Contract	\$30,000.00
Equipment	\$0.00
Materials	\$0.00
Personnel	\$10,000.00

Site Information**South Fifth Ave and Georgia Pacific**

Oroville, CA 95965

Marysville Baggett Rd west off Lincoln

Marysville Baggett Rd west off Lincoln

Feather River along Hwy 70

Feather River along Hwy 70

South Seventh Ave and Georgia Pacific**South Fifth Ave and Georgia Pacific****South 5th Ave and Cal Oak Road****City Easement Ophir Road and Maryville Baggett wes****Greenville and Lower Wyandotte****Oro Dam and 20th Street**

Documents	Document Title	Received Date
Required		
Application Certification	Application Certification	4/9/2024
Application Certification	Application Certification_updated	4/22/2024
Budget	Budget	4/9/2024
Priority Ranking Criteria Checklist	Priority Ranking List	4/9/2024
Required By Secondary Due Date		
Resolution - Lead Participant	Resolution	3/28/2024
Other Supporting Document(s)		
CalEnviroScreen Map	EnviroScreen Map	4/9/2024
Draft Resolution		
Joint Powers Agreement		
Letter From LCC		
Letter of Authorization/Resolution		
Letter of Designation	Letter of Designation	4/7/2024
Photographs	Attachment 1: Illegal dump sites	4/9/2024

Resolution

Check the following, as applicable. See Application Guidelines and Instructions for more information and examples.

- ☒ Applicant acknowledges that a Resolution is uploaded in the application. The Resolution must be approved by its governing body, which authorizes submittal of the application and designates a signature authority. If applicable, applicant has uploaded a Letter of Designation (LOD) designating an additional signature authority(ies).

Does your organization and any participants have an Environmentally Preferable Purchasing and Practices (EPPP) Policy?

X Yes, our organization and any participants have an EPPP Policy. Organization refers to a company, business, or the entire city or county applicant, not an individual office or sub-unit of the larger entity.

Exhibit A

Terms and Conditions

Local Government Waste Tire Cleanup Grant Program Fiscal Year 2024–25

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Director" means the Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the Grantee for this Grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Local Government Waste Tire Cleanup Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

Air or Water Pollution Violation

The grantee shall not be:

- (a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.
- (b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.
- (c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

Americans with Disabilities Act

The grantee assures the state that it complies with the Americans with Disabilities Act of 1990 (ADA)(42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Assignment, Successors, and Assigns

- (a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle's prior written consent.

(b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

Audit/Records Access

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions and Procedures and Requirements with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

Authorized Representative

The grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

Availability of Funds

CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

Bankruptcy/Declaration of Fiscal Emergency Notification

If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.

Charter Cities

If the grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant project, this Agreement will be terminated and any disbursed grant funds shall be returned to CalRecycle.

Child Support Compliance Act

For any agreement in excess of \$100,000, the grantee acknowledges that:

- (a) The grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and
- (b) The grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Communications

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

Compliance

The grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The grantee shall maintain compliance with such requirements throughout the Grant Term. The grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The grantee shall ensure that all of grantee's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

Conflict of Interest

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):

- (a) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code, § 10411):

- (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

If the grantee violates any provisions of above paragraphs, such action by the grantee shall render this Agreement void. (Pub. Contract Code, § 10420).

Contractors/Subcontractors

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

Copyrights

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

Corporation Qualified to do Business in California

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

Discharge of Grant Obligations

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

Disclaimer of Warranty

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

Discretionary Termination

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

- (a) Submit a final written report describing all work performed by the grantee.
- (b) Submit an accounting of all grant funds expended up to and including the date of termination.
- (c) Reimburse CalRecycle for any unspent funds.

Disputes

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

Unless otherwise instructed by the Grant Manager, the grantee shall continue with its responsibilities under this Agreement during any dispute.

Drug-Free Workplace Certification

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
- (b) Establish a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available counseling, rehabilitation, and employee assistance programs.
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Require that each employee who works on the grant:
 - (1) Receive a copy of the drug-free policy statement of the grantee.
 - (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

Effectiveness of Agreement

This Agreement is of no force or effect until signed by both parties.

Entire Agreement

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

Environmental Justice

In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

Expatriate Corporations

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Sections 10286 and 10286.1, and is eligible to contract with the State of California.

Failure to Perform as Required by this Agreement

CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:

- (a) Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes.
- (b) Cleanup of the environment.
- (c) Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the grantee shall be in compliance with this Agreement only if the work it performs results in:

- (a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
- (b) The cleanup of the environment.
- (c) The enforcement of solid waste statutes and regulations, as applicable.

If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

In addition to forfeiture of grant funds, failure to perform as required by this Agreement may impact Grantee's eligibility for future grants offered by CalRecycle.

Force Majeure

Neither CalRecycle nor the grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

Forfeit of Grant Funds/Repayment of Funds Improperly Expended

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

Generally Accepted Accounting Principles

The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

Grant Manager

The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

Grantee Accountability

The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

Grantee's Indemnification and Defense of the State

The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

Grantee's Name Change

A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

In Case of Emergency

In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee's determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

Limited Waiver of Sovereign Immunity and Consent to Jurisdiction

The Grantee expressly and irrevocably waives sovereign immunity (and any defenses based thereon) in favor of CalRecycle, but not as to any other person or entity, as to any dispute which specifically arises under this Agreement and not as to any other action, matters or disputes.

The Grantee does not waive its sovereign immunity with respect to (i) actions by third parties, except for parties acting on behalf of, under authorization from the Grantee or CalRecycle, or (ii) disputes between the Grantee and CalRecycle which do not specifically arise under this Agreement. The Grantee further agrees that exhaustion of tribal administrative remedies,

including before any tribal court, shall not be required prior to proceeding to filing a complaint in the appropriate court of law; and

The Grantee and CalRecycle agree that any monetary damages awarded or arising under this Agreement shall be exclusively limited to actual direct damages incurred based on obligations contained in this Agreement that have been demonstrated with substantial certainty and which do not, in any event, exceed the total amount of the award under this Agreement. The Grantee and CalRecycle agree not to assert any claim for damages, injunctive, or other relief which is not consistent with the provisions of this Agreement; and

The Grantee and CalRecycle may seek, and the Grantee may seek after it has exhausted any available remedy through the Government Claims Program and the Program so approves, judicial review for breach of contract in the State Superior Court for Sacramento County, including any appellate proceedings. The Grantee and CalRecycle expressly consent to the jurisdiction of such Court, provided that:

- (a) No person or entity other than the Grantee and CalRecycle is a party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided, however, that nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Grantee or CalRecycle in respect to any such third party.
- (b) The judgment so entered has the same force and effect as, and is subject to all the provisions of law relating to, a judgment in a civil action, and may be enforced like any other judgment of the court in which it is entered.

Nothing in this Agreement shall be construed to constitute a waiver of the sovereign immunity of the Grantee with respect to intervention by any additional party not deemed an indispensable party to the proceeding. Unless otherwise agreed by the Grantee and CalRecycle, any dispute resolution meetings or communications, or mediation, shall be in the context of a settlement discussion to potential litigation and remain confidential to the extent not prohibited by applicable law.

National Labor Relations Board Certification

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the grantee within the immediately preceding two-year period because of the grantee's failure to comply with an order of a federal court which orders the grantee to comply with an order of the National Labor Relations Board. This section is not applicable if the grantee is a public entity.

No Agency Relationship Created/Independent Capacity

The grantee and the agents and employees of grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.

No Waiver of Rights

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right.

A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

Non-Discrimination Clause

- (a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.
- (b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

Order of Precedence

The performance of this grant shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Project Summary/Statement of Use
- (e) Budget
- (f) Work Plan
- (g) Grantee's Application
- (h) All other attachments hereto, including any that are incorporated by reference.

Ownership of Drawings, Plans, and Specifications

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

Payment

- (a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- (b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- (c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.
- (d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent retention policy.
- (e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
- (f) Payment will be made only to the grantee.
- (g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

Personal Jurisdiction

The grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

Personnel Costs

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

Real and Personal Property Acquired with Grant Funds

- (a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle approved

their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.

- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
- (c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle. Grantee's violation of this provision shall result in Grantee's reimbursement to CalRecycle of the amount of grant funds used to purchase said equipment and supplies.
- (d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

Reasonable Costs

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.
- (b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.
- (c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.
- (d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

Recycled-Content Paper

All documents submitted by the grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

Reduction of Waste

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

Reduction of Waste Tires

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

Reimbursement Limitations

Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term “applicable credits” refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

Reliable Contractor Declaration

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether of any of the events listed in Section 17050 of Title 14, [California Code of Regulations, Natural Resources](https://www.calrecycle.ca.gov/laws/regulations/title14) (https://www.calrecycle.ca.gov/laws/regulations/title14), Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CalRecycle’s Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

Remedies

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

Self-Dealing and Arm's Length Transactions

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

Severability

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

Site Access

The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

Stop Work Notice

Immediately upon receipt of a written notice from the Grant Manager to stop work, the grantee shall cease all work under this Agreement.

Termination for Cause

CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

Time is of the Essence

Time is of the essence to this Agreement.

Tolling of Statute of Limitations

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to CalRecycle as the

result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

Union Organizing

By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- (a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- (b) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that grantee shall provide those records to the Attorney General upon request.

Venue/Choice of Law

- (a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
- (b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

Waiver of Claims and Recourse against the State

The grantee agrees to waive all claims and recourse against the state, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

Work Products

Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

Workers' Compensation/Labor Code

The grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



CITY OF OROVILLE STAFF REPORT

TO: OROVILLE CITY COUNCIL

FROM: LIZ EHRENSTROM, HUMAN RESOURCE/RISK MANAGER

RE: CONSIDER AND ADOPT SIDE LETTER AGREEMENT BETWEEN TEAMSTERS AND THE OROVILLE CITY EMPLOYEE'S ASSOCIATION AND THE OROVILLE MANAGERS ASSOCIATION TO INCLUDE REQUIRED LANGUAGE TO ENROLL AND ESTABLISH EMPLOYER CONTRIBUTIONS IN THEIR MEDICAL PLANS

DATE: JANUARY 21, 2025

SUMMARY

The City Council shall consider the adoption of the attached side letter agreement between Teamsters Security Fund and the City of Oroville to establish employer contributions toward medical insurance for the Oroville City Employee's Association (OCEA) and the Oroville Manager's Association (OMA).

DISCUSSION

The City Council shall consider the adoption of the attached side letter agreement between Teamsters Security Fund and the City of Oroville to establish employer contributions toward medical insurance for the Oroville City Employee's Association (OCEA) and the Oroville Manager's Association (OMA). Teamsters require the attached language to establish employer and employee contributions to their medical plans. Although, council members and department heads are not listed in the language, the Teamsters representative indicated since they are tied to OCEA and OMA they did not need mentioning in the proposed language.

Staff is recommending approval of the side letter agreement language to be added to the Memorandum of Understandings when they are opened during next negotiations.

FISCAL IMPACT

Already Budgeted

RECOMMENDATION

Approve the attached side letter language for the Oroville City Employee's Association and Oroville Manager's Association.

ATTACHMENTS

Teamsters Side Letter Proposed Language

NORTHERN CALIFORNIA GENERAL TEAMSTERS SECURITY FUND

Effective January 1st, 2025, the Employer will participate in the Northern California General Teamsters Security Fund, be bound by the Agreement and Declaration of Trust thereof, and execute a subscriber agreement providing for contributions to the Fund as set forth below. The Employer will remit the required contribution to the Trust each month as established by the Board of Trustees for all covered employees, although it may implement employee wage withholdings for a share of the contribution consistent with this Agreement.

Employees shall be eligible for benefits the first month after their hire date. Thereafter, employees are eligible for benefits for each month in which they are compensated for the equivalent of 32 hours a week per month. Coverage shall be for the month following the month in which the hours are worked or for which they are paid. (I.e., work 80 hours in January and receive coverage in February.)

For purposes of eligibility, time worked shall include time paid for but not worked, including vacation pay and paid sick leave, and shall include all paid hours.

The following categories of employees are not eligible for benefits: Temporary or Part Time Employees.

Participation shall be in the Select Plus and Plan E, for which all eligible employees shall be required to complete and submit an enrollment form to the Plan Administrator. Eligible employees will be permitted to enroll in any tier. These tiers include Employee Only, Employee and Children, Employee and Spouse, and Full Family. The Employer's contribution will be based on the rates for Full Coverage under the applicable tier at the following contribution rates or percentages:

Employer Contribution

NEW RATES EFFECTIVE JANUARY 1, 2025			
OMA and OCEA			
	TEAMSTERS	CITY	EMPLOYEE
	PREMIUM	CONTRIBUTION	OUT-OF-POCKET
SELECT PLUS			
Employee	\$754.00	\$754.00	\$0.00
Employee + Child(ren)	\$1,158.00	\$1,098.00	\$60.00
Employee + Spouse	\$1,261.00	\$1,098.00	\$163.00
Family	\$1,616.00	\$1,450.50	\$165.50
PLAN E (HDHP)			
Employee	\$690.00	\$690.00	\$0.00
Employee + Child(ren)	\$1,061.00	\$1,001.00	\$60.00
Employee + Spouse	\$1,149.00	\$1,089.00	\$60.00
Family	\$1,456.00	\$1,343.00	\$113.00

Employees covered by the Select Plan are also permitted to elect various coverage options, including Medical and Rx only, or decline coverage completely. The Employer will pay the full cost of any coverage options selected by its employees up to the cap of Employer contribution for Full Coverage that are set forth above. (Note: if an

employee elects other than full coverage, they must attest to having other coverage. See the Plan summary and enrollment form for details on when this is permitted and for restrictions on re-enrolling later.)

The Trust may increase contribution rates at any time. In the event of an increase, such increases shall be borne as follows: The chart with contribution rates/percentage caps set forth above can be reproduced for each subsequent year of CBA.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: CHRIS TENNS, ASSISTANT CHIEF

**RE: SURPLUS OF AGED MISCELLANEOUS FIRE EQUIPMENT AND
TRANSFER TO INDIAN VALLEY VOLUNTEER FIRE PROTECTION
DISTRICT**

DATE: JANUARY 21, 2025

SUMMARY

The City Council shall consider declaring various fire rescue equipment as surplus and transferring the equipment to the Indian Valley Volunteer Fire Protection District (IVFPD). After losing all their equipment in the Dixie Fire, the IVFPD is operating on a limited budget and can use this surplus equipment, even though the items are outdated and no longer in active use in our city.

DISCUSSION

The Indian Valley Fire Protection District has faced significant challenges in rebuilding their operations after the Dixie Fire, which destroyed their fire station and most of their emergency equipment. Due to tight budget constraints, they are unable to purchase all new tools and equipment to support their firefighting and rescue efforts.

Staff is proposing to surplus the older equipment to IVFPD. These items, while outdated and no longer suitable for City use, can still provide temporary support for the volunteers as they work to restore their fire service capabilities.

This surplus equipment will help meet the department's immediate needs and allow them to continue serving their community while working with limited resources.

FISCAL IMPACT

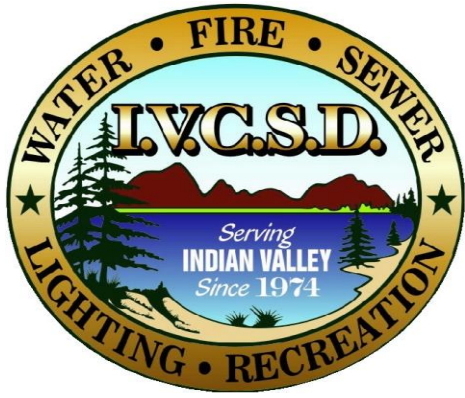
NONE

ACTION REQUESTED -

APPROVE THE SURPLUS OF AGED MISCELLANEOUS FIRE EQUIPMENT TO THE INDIAN VALLEY FIRE PROTECTION DISTRICT.

ATTACHMENTS

LIST OF ITEMS TO SURPLUS; AND
LETTER FROM INDIAN VALLEY FIRE PROTECTION DISTRICT.



Indian Valley Community Services District

Item 4.

"Providing services for our community health, well-being, and prosperity."

P.O. Box 207 Crescent Mills, Ca 95934
127 Crescent St. Greenville CA. 95947
Phone (530) 284-7224, Cell (530) 375-7303

Board of Directors

Kristine Gorbet
Susan Doran
Wanda Carpenter
Mary Cronin
Andy Meyers

Jan. 13, 2025

Mr Matt Bergstrand
Oroville Fire Department

Mr. Bergstrand:

I want to thank you for the phone call to the Indian Valley Volunteer Fire Department with your offer of us possibly obtaining surplus fire equipment from Oroville Fire Department. We operate under the umbrella of the Indian Valley Community Services District.

As you know the town of Greenville basically burned up during the Dixie Fire. We lost our Sheriff Substation, Ambulance Crew Quarters, Post Office, Library, hundreds of homes and also our primary fire station along with an Engine. As you can imagine, when you lose a fire station a whole lot of inventory & supplies went also.

Your call was really fortuitous: we just finished our ISO inspection last month. The first one in 14 years. We were dingd on our rating points because of the lack of equipment. Items such as your circular saw we did not have and lost points because of it. We can also use all of the extrication gear you sent pictures of also to put on our Engines. We do not have a turnout extractor also and we would very much appreciate that too!

Currently in Greenville we are operating out of a temporary aluminum Engine Bays. We hope to build our new station this summer and plans are currently in the Plumas County Planning Department for approval.

We would greatly appreciate any equipment you deem to be surplus and would put it to good use. It is a very slow process to replace our main fire station and associated equipment.

Thank you for your consideration.

Sincerely,

Bob A. Orange
Fire Chief 530 249-2190

Item 4.

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CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: FRED MAYO, DIRECTOR OF PUBLIC WORKS

RE: AUTHORIZATION TO SURPLUS AND SELL VEHICLES, CARGO, AND MISCELLANEOUS ITEMS

DATE: JANUARY 21, 2025

SUMMARY

The City Council shall consider approval of the surplus and sale of vehicles, cargo, and miscellaneous items that are no longer cost-effective to maintain, repair, or store.

DISCUSSION

Staff seeks Council's approval to declare vehicles, cargo, and miscellaneous items as surplus and authorize their sale at the next surplus auction or through other approved methods. These assets have reached the end of their useful lives due to frequent breakdowns, high maintenance costs, obsolescence, or redundancy. Declaring them a surplus and authorizing their sales will reduce ongoing maintenance, free up storage space, and allow the City to recover some value from these assets.

Vehicles:

The listed vehicles have been deemed inefficient and costly to operate. Staff have determined that their replacement with modern, fuel-efficient models would better serve the City's operational needs.

Cargo:

The cargo includes materials, supplies, or storage containers that are no longer required or usable for City operations. These items have been deemed surplus due to obsolescence or redundancy.

Miscellaneous Items (Etc.):

This category includes miscellaneous tools, equipment, and other items that are outdated, no longer in use, or have been replaced by upgraded versions.

Below is a brief description and see attach is a preliminary list of items proposed for surplus:

Police Department – total of 16 items includes Vehicles and Trailer

Public Work Department / Sewer – total of 23 items include Vehicles, Trailers, Cargo, equipment, tools and solar

Fire Department – total of 6 items include Vehicles, Trailers and Cargo

IT Department – total of 1

Vehicle Airport – total of 1 fuel truck

Office Supplies – total of 6 items include Cabinets, desk and chairs

The items will be sold through an auction service, e.g., "GovDeals," "public surplus auction," or other approved method to ensure transparency and fair market pricing.

FISCAL IMPACT

There will be revenue from the sale of these items.

RECOMMENDATION

1. DECLARE THE SPECIFIED VEHICLES, CARGO, AND MISCELLANEOUS ITEMS AS SURPLUS.
2. APPROVE THEIR SALE THROUGH THE NEXT AVAILABLE SURPLUS AUCTION OR OTHER APPROVED METHOD.

Attachments

1. List of Vehicles, Cargo, and Miscellaneous Items
2. Photos of Items for Surplus

Department	Vehicle Number	Year	Make	Model	Reason	VIN	License Plate #'s	NOTES
Police	515	2016	Ford	Explorer Interceptor	Wrecked/Totaled	1FM5K8AR7GGC42261	1521059	
Police	233	2005	Ford	Crown Victoria	Phased Out	2fahp71w56x101495	1311597	
Police	224	2003	Ford	Crown Victoria	Phased Out	2fahp71w03x1711286	1178193	
Police	230	2007	Ford	Crown Victoria	Phased Out	2FAFP71WX7X146098	1141770	
Police	181	2007	Ford	Crown Victoria	Phased Out	2FAFP71W67X146096	1141771	
Police	228	2006	Ford	Crown Victoria	Phased Out	2FAHP71W06X104966	1141669	
Police	226	2004	Ford	Crown Victoria	Phased Out	2FAHP71W34X152068	1266591	
Police	194	2006	Ford	Crown Victoria	Bad Engine	2FAHP71W16X101493	1311596	
Police	231	2008	Ford	Crown Victoria	Phased Out	2FAFP71V48X139284	1271068	
Police	232	2008	Ford	Crown Victoria	Phased Out	2FAFP71V28X139283	1271067	
Police	Trailer	2005		Radar Trailer		1k9bs081x5k118074	1141752	
Police		1989		Honda	Accord	1hgca6283ka050647	3CXF672	Old Evidence Car last registered 2005
Police				misc. Police parts	back seats/door panels			
Police	191	2005	Chevy	Silverado 1500		2GCEC19T751167192		
Police	192	2005	Chevy	Silverado 1500		2GCEC19T0 51147334		
Police	198	2011	Polaris	Gem Car		5ASGTHA45BF055142		

Department	Vehicle Number	Year	Make	Model	Reason	VIN	License Plate #'s	NOTES
Public Works	88	2008	GMC	T7500 Street Sweeper	Siezed Pony Motor	1GDM7F1B08F402072	1260448	
Public Works	83	1990	Ford	F800 5 Yard Dump	Bed Severly Rused Out	1FDYK84A4MVA17693	347603	
Public Works	87	1992	Ford	Cargo 8000 Water Truck	Phased Out	1FDYH81A6NVA21703	354522	
Public Works	33	1989	Chevy	3500 Dump Bed 1 Ton	Phased Out	1GBHC34KE110826	1351061	
Public Works	41	1990	Ford	F250	Phased Out	1FTHF25H4LPA38483	287359	
Public Works	76-2	1988	Mauldin	Paver	Phased Out	5-88-6-173	N/A	
Public Works	90-2	1990	John Deere	310d	Phased Out	T0310DA789362	N/A	Extra 12"&18" bucket attatchments
Public Works	Gator	1996	John Deere	Gator	Phased Out	W006X4D001970	N/A	
Public Works	Tools/Equipment		Lodge&Shipley	Lathe	Phased Out			
Public Works	City Asset #2170		Scotchlife	Heat Lamp Applicator	No use			
Public Works	Tools/Equipment		Stumpex	Stump Grinder	No use	SHX300010491		
Public Works	Tools/Equipment		Bobcat	Auger x1475h2		196790		
Public Works	Tools/Equipment		Duetz	Pony Motor	Bad Engine			Old engine off street sweeper
Public Works	Tools/Equipment			Natural Gas HEATER				
Public Works				x421 Solar Panels				
Public Works				x4 Wood PGE Poles				
Public Works	Tools/Equipment			Shop built forklift cage				
Public Works				X10 100watt light fixtures				
Public Works				x9 200watt light fixtures				

Sewer	52	1992	Ford	F250 4x4	Phased Out	1FTHX26H5NKA61184	367067	
Sewer	69	2001	Ford	Ranger	Bad Engine	1FTYR14V11PB21911	1085631	
Sewer	Enclosed Trailer	1997	TPD Trailers	CV814T	NO Use	1T9C18029V1090061	952176	
Sewer	Olive Glenn		Empire 100kv	1000DTW-8E 670T	Bad Control Box	1000DTW-8E		

Department	Vehicle Number	Year	Make	Model	Reason	VIN	License Plate #'s	NOTES
Fire	104 C-1	2007	Ford	Explorer	Leaking Roof/Body Damage	1FMEU73E27UA82015	1141733	
Fire		2005	Ford	F150	Bad Engine	1FTRX14W77FA46102	1141741	
Fire	Enclosed Trailer						3291073	SKUNK Trailer
Fire				Vintage Fire Truck Chassis				
Fire	Trailer			Flat DeckTrailer		1N9EC0815L2PS1093	329184	
Fire	Cargo			CV814T		1T9C18029V1090061	952176	Cargo Trailer

Department	Vehicle Number	Year	Make	Model	Reason	VIN	License Plate #'s	NOTES
I.T Department	185	2005	Chevy	Impala	Phased Out	2G1WF52K259188479	1313530	

Airport				Fuel Truck				
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Department	Model	NOTES
Office Supplies	x3 Wood Filing Cabinets	
Office Supplies	x7 Purple Wood Cabinets	
Office Supplies	x6 Metal Filing Cabinets	
Office Supplies	x3 Wood Desk	
Office Supplies	x4 Wood Chairs	
Office Supplies	x7 Cabinets	



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR,
ADMINISTRATIVE SERVICES**

**RE: AUTHORIZATION TO AWARD PROFESSIONAL SERVICES
AGREEMENT FOR JANITORIAL SERVICE AT ALL CITY FACILITIES
TO BUTTE COMMUNITY SERVICES**

DATE: JANUARY 21, 2025

SUMMARY

The City Council shall consider approval of a professional services agreement for janitorial services for all City facilities to Butte Community Services, in an amount not-to-exceed \$4,000.00 per month or \$48,000.00 annually.

DISCUSSION

City facilities are the point of service for the residents, business associates and other professional visitors to the City of Oroville. The buildings are old and are a component of our history and our heritage. The facilities should be a source of pride and should be cleaned carefully and make sure they are presentable to the City and a desirable place for our community to visit.

To improve the cleanliness of City facilities, staff invited quotes for professional janitorial services. The bid includes cleaning twice a week at City Hall, along with cleaning at other facilities (Public Safety Facility, Airport, Museums) on a timeline appropriate for those facilities. Three bids were received by the closing date for the public bid process. The bids ranged from a high bid of \$7,600 per month to a low of \$4,000 per month. The lowest bidder was Butte Community Services at \$4,000 per month.

The City had an on-staff janitorial position for a number of years however consistently had difficulty keeping the position filled. The budget for this position was \$53,500 for a full-time employee including benefits. The cost to outsource this service is \$48,000 and provides for two professionals doing the job. Butte Community Service has been cleaning for approximately eight months now and has been doing an excellent job for the City. Staff recommend formalizing the relationship with Butte Community Service through a contract for services.

Quote Summary:

	Janitorial				
	<u>City Hall</u>	<u>Public Safety</u>	<u>Museums</u>	<u>Airport</u>	
Butte Community Service	no breakdown provided				923 48,000
Top to Bottom cleaning	632	316	158		1,106 57,512
Top Notch	600	900	400		1,900 98,800
	cost for employee for comparison				53,500

FISCAL IMPACT

Cost of service per month of \$4,000.00 for an annual total of \$48,000.00. A total of \$53,500.00 was budgeted for this item.

RECOMMENDATION

APPROVE PROFESSIONAL SERVICES AGREEMENT FOR JANITORIAL SERVICES AT ALL CITY FACILITIES, WITH BUTTE COMMUNITY SERVICES AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

Janitorial Professional Services Agreement

BUTTE COMMUNITY SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this 21ST day of January, 2025, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the “CITY”) and Bute Community Services, 1567 Huntoon Street, Oroville CA 95968 (hereinafter referred to as the “CONTRACTOR”).

RECITALS

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CITY requested quotes for services in February of 2024, and selected CONTRACTOR as the preferred service provider;
- C. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

1. SERVICES.

The CONTRACTOR shall perform those services set forth in “Exhibit A,” which is attached hereto and incorporated herein by reference.

2. TERM OF AGREEMENT.

The term of this contract shall commence upon execution by both parties and shall expire on June 30, 2027. The agreement may automatically extend two (2) additional years if mutually agreed upon by both parties. During any renegotiation period this agreement will become a month to month agreement, until a new term is reached or the agreement is terminated.

3. TIME OF PERFORMANCE.

CONTRACTOR’s time of performance and submission of deliverable work shall be made to the CITY’s satisfaction, in accordance with the schedule incorporated in “Exhibit A,” unless extended in writing by the CITY.

4. PAYMENT FOR SERVICES.

The CONTRACTOR shall be compensated in an amount not to exceed \$4,000/month for services provided pursuant to this Agreement as described in “Exhibit A.” Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY’s satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.

5. CONTRACT ADMINISTRATION.

5.1. The CITY's Representative. Unless otherwise designated in writing, FINANCE DIRECTOR, shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

5.2. Manager-in-Charge. For the CONTRACTOR, Carla May shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in Charge shall not be replaced without the written consent of the CITY.

5.3. Responsibilities of the CITY. The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

5.4. Personnel. The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. TERMINATION.

6.1. Termination for Convenience. Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

6.2. Termination for Cause. All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. INDEMNIFICATION.

Contractor shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend CITY with counsel approved by CITY, which approval will not be unreasonably withheld, and

bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY.

The obligations established by this paragraph will survive termination of this Agreement. For purposes of this paragraph:

- CITY means the CITY Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees and authorized agents and volunteers of the CITY.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.
- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

8. INSURANCE REQUIREMENTS.

8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. Workers' Compensation Coverage. The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subcontractor's employees. Any notice of cancellation or nonrenewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for CITY. This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement.

8.1.2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. Automobile Liability Coverage. The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

8.1.4. Professional Liability Coverage. The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

8.2. Endorsements. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and

policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.

8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.

8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

8.2.8. Contractor agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8.3. Self Insured Retention/Deductibles. All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the CITY Attorney. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

8.4. Certificates of Insurance. The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

8.5. Failure to Procure Insurance. Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

9. ASSIGNMENT AND SUBCONTRACTING.

The parties recognize that a substantial inducement to the City for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.

The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

10.1. Taxes. The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

10.2. Workers' Compensation Law. The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

10.3. Licenses. The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the DISTRICT that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession.

11. CONFLICT OF INTEREST.

The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The

CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. RECORDS AND AUDITS.

The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.

14. OWNERSHIP OF DOCUMENTS.

It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

15. INDEPENDENT CONTRACTOR.

The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent unless that authority is expressly authorized in writing by CITY.

16. NOTICE.

All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY:

City of Oroville
1735 Montgomery Street,
Oroville, California, 95965
Attention: Finance Director

CONTRACTOR:

Butte Community Services
1567 Huntoon Street
Oroville, California, 95965
Attention: Carla May

17. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California. The venue shall be the County of Butte, California

18. ENTIRE AGREEMENT; MODIFICATION.

This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

19. WAIVER.

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

20. EXECUTION.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

21. AUTHORITY TO ENTER AGREEMENT.

The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the 21st day of January, 2025.

CONTRACTOR:

Carla May, DBA Butte Community Services

CITY OF OROVILLE:

David Pittman, Mayor

APPROVED AS TO FORM:

Scott Huber, City Attorney

EXHIBIT A

Duties and Responsibilities

Cleaning of City Hall two times/weekly, including Council Chambers;

Cleaning of Public Safety Facility building two times/weekly;

Cleaning of five City museums one time/weekly;

Cleaning includes: cleaning of restrooms, emptying trash receptacles, vacuuming, and other duties as identified that are needed and assigned.

City shall supply cleaning supplies.

Compensation

\$4,000/month.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: BRIAN RING, CITY ADMINISTRATOR
PAT PIATT, COMMUNITY DEVELOPMENT DIRECTOR**

**RE: INTRODUCTION OF AN ORDINANCE TO AMEND SUBSECTION 13.30
OF THE OROVILLE MUNICIPAL CODE IMPLEMENTING A COMMUNITY
CHOICE AGGREGATION PROGRAM WITH PIONEER COMMUNITY
ENERGY**

DATE: JANUARY 21, 2025

SUMMARY

The City Council shall consider the introduction of an ordinance to amend Subsection 13.30 of the Oroville Municipal Code. Staff continue to work with Pioneer Community Energy (PCE), a Community Choice Aggregator, to transition power supply responsibilities from Pacific Gas and Electric (PG&E) to PCE. The anticipated transition date is targeted for the fall of 2026. In order to continue to move forward with PCE, changes in the City Municipal Code are needed.

DISCUSSION

Community Choice Aggregator (CCA) programs allow local governments to procure electricity generation on behalf of residents and businesses at wholesale market rates while still utilizing the existing transmission and distribution infrastructure of utilities like PG&E. Butte County, along with the cities of Chico and Oroville, previously attempted to establish a local CCA, Butte Choice Energy (BCE), but market conditions prevented its launch.

Pioneer is a Joint Powers Authority (JPA) serving El Dorado, Placer Counties, and several cities in our region. Like BCE, Pioneer is committed to local investments in renewable energy, economic development, and energy efficiency programs. Pioneer prioritizes ratepayer savings and local control, working to provide competitive electricity rates with a discount over PG&E.

On October 1, 2024, the Council directed staff to move forward with Pioneer. On December 19, 2024, the Pioneer Governing Board approved this expansion effort and an amendment to their JPA. Butte County, Chico and Paradise staff are introducing similar actions to their legislative bodies.

Pursuant to California Public Utilities Code section 366.2(c)(12), the Department proposes the introduction of an ordinance which amends TBD of the Oroville Municipal Code to implement a Community Choice Aggregation Program with Pioneer.

FISCAL IMPACT

None.

RECOMMENDATION

Waive first reading of Ordinance No. 1884.

Ordinance No. 1884

**AN ORDINANCE OF THE OROVILLE CITY COUNCIL
AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE
AGGREGATION PROGRAM WITH PIONEER ENERGY AND AMENDING SUBSECTION
13.30 ENTITLED, "COMMUNITY CHOICE AGGREGATION" OF CHAPTER 13
ENTITLED, "PUBLIC SERVICES" OF THE OROVILLE MUNICIPAL CODE**

The Oroville City Council ordains as follows:

Section 1. Purpose.

1. On September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine electricity load of its residents and businesses in a Community Choice Aggregation program (CCA). The Act expressly authorizes participation in a CCA through a joint powers authority; and

2. On September 9, 2015, the County of Placer and the City of Colfax entered into the original Joint Exercise of Powers Agreement to establish the Sierra Valley Energy Authority as a joint powers authority under the Joint Exercise of Powers Act, Government Code section 6500, et seq.; and

3. The California Public Utilities Commission certified the "Implementation Plan" of the Sierra Valley Energy Authority, confirming compliance with the requirements of the Act; and

1 4. On February 22, 2017, the Amended and Restated Joint Powers
2 Agreement became effective and authorized the Cities of Auburn,
3 Lincoln, Rocklin, and the Town of Loomis to become Voting Members of
4 the Joint Exercise of Powers Agreement and established a Community
5 Choice Aggregation Program within the jurisdictions of the Voting
6 Members; and

7 5. Resolution No. 2017-3 of the Sierra Valley Energy Authority
8 approved a name change from Sierra Valley Energy Authority to Pioneer
9 Community Energy ("Pioneer"), as it is known today; and

10 6. Subsequent amendments to the Amended and Restated Joint Powers
11 Agreement have authorized the County of El Dorado and the Cities of
12 Grass Valley, Nevada City, and Placerville to become Voting Members;
13 and

14 7. Currently, Pacific Gas and Electric Company (PG&E) generates and
15 provides electricity to the residents of the City of Oroville, and
16 there is no alternative provider for the City; and

17 8. The Oroville City Council finds it essential that its residents,
18 businesses, and public facilities have alternative energy procurement
19 options beyond PG&E; and

20 9. In July 2024, City of Oroville and Pioneer began discussions and
21 studies to consider the financial feasibility and assess the risk of
22 adding unincorporated Butte County to Pioneer's service area; and

23 10. Contingent on completing those discussions and studies, the
24 Oroville City Council believes joining Pioneer will
25

1 provide financial and other advantages to businesses and residents
2 of the City of Oroville; and

3 11. The Amended and Restated Joint Exercise of Powers Agreement
4 requires a prospective member to individually adopt a resolution of
5 intent expressing the desire to become a member of the Joint Powers
6 Authority and adopt an ordinance electing to implement a CCA within
7 its jurisdiction under Public Utilities Code section 366.2; and

8 12. The Oroville City Council finds that the adoption of this
9 ordinance is exempt from the requirements of the California
10 Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as
11 it is not a "project" since it has no potential to result in a direct
12 or reasonably foreseeable indirect physical change to the
13 environment. (14 Cal. Code Reg. § 15378). Further, the ordinance is
14 exempt from CEQA, as there is no possibility that the ordinance or
15 its implementation would have a significant effect on the environment.
16 (14 Cal. Code Reg. § 15061(b)(3)); and

17 13. In 2020, the Oroville City Council previously adopted Ordinance
18 #1847 adding sub section 13.30 to the Oroville Municipal Code to
19 create the Butte Choice Energy Community Choice Aggregate and entered
20 into a Joint Powers Agreement with the City of Chico and Butte County,
21 however market conditions have prevented its launch; and

22 14. The Oroville City Council wishes to amend Subsection 13.30 of the
23 Oroville Municipal Code to reflect its interest in joining Pioneer.
24 Section 2. Subsection 13.30 of the Oroville Municipal Code is amended
25 to read as follows:

CHAPTER 13.30 - COMMUNITY CHOICE AGGREGATION 13.30.010 -

Authorization to implement community choice aggregation program.

The Oroville City Council authorizes the implementation of a Community Choice Aggregation Program within the areas of the City currently served by PG&E through participation in the Community Choice Aggregation Program of the Pioneer Community Energy Joint Powers Authority, contingent upon all of the following: (a) completion of the impact analysis by Pioneer, (b) adoption of a resolution of intent by the City expressing its desire to become a member of Pioneer, (c) approval of Pioneer Community Energy's Amended and Restated Joint Exercise of Powers Agreement, as amended, by the City, (d) approval by the Governing Board of Pioneer Community Energy of the membership of the City, and (e) the certification by the California Public Utilities Commission of the Implementation Plan filed by Pioneer to include the City.

Section 3. Severability.

The provisions of this Ordinance are separate and severable. If any provision of this Ordinance is for any reason held by a court to be invalid, the City Council declares that it would have passed this Ordinance irrespective of the invalidity of the provision held to be invalid, and such invalidity shall therefore not affect the remaining provisions of this Ordinance which shall remain in full force and

effect or the validity of its application to other persons or circumstances.

Section 4. Effective Date and Publication.

This Ordinance shall take effect thirty (30) days after the date of its passage. The Clerk of the Board of Supervisors is authorized and directed to publish this Ordinance before the expiration of fifteen (15) days after its passage. This Ordinance shall be published once, with the names of the members of the Board of Supervisors voting for and against it, in a newspaper of general circulation published in the County of Butte, State of California.

PASSED AND ADOPTED by the Oroville City Council, State of California, on the 18th day of February, 2025, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

David Pittman, Mayor
Oroville City Council

APPROVED AS TO FORM:
Dave Ritchie, Asst. City Attorney

ATTEST:
Kayla Reaster, Asst. City Clerk

Pioneer Community Energy Ordinance Amendment and Project Update



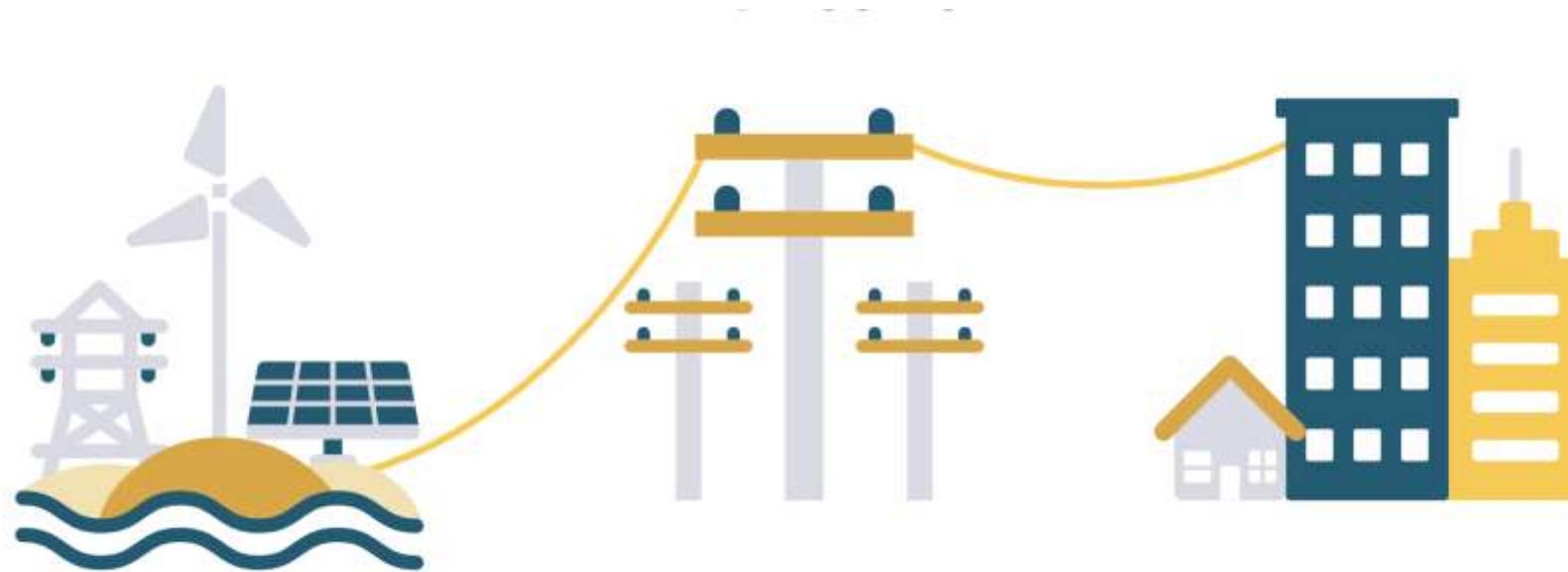
January 21, 2025

Oroville City Council

Brian Ring, City Administrator



How Does A Community Choice Aggregator (CCA) Work?



Electricity

CCA buys electricity from various suppliers. The buying team works with sources to negotiate pricing and ensure a steady, affordable energy supply.

Delivery

PG&E delivers electricity, maintains the infrastructure of power lines and poles, and sends out bills to customers.

Customer

As a customer of both CCA and PG&E, customers get a choice in electricity providers. With a CCA, you'll receive competitive rates, energy options and exceptional customer service.

Background

- July 16, 2024 – Council authorizes an Impact Assessment Study
- October 1, 2024 – Council receives results of Study
 - Expansion to increase Pioneer retail sales by 21%
 - Estimated 7% discount compared to existing PG&E rates
 - Study recommends launch in October 2027
 - Council supported continuing process with Pioneer
- December 19, 2024 – Pioneer Board of Directors approved expansion efforts and JPA amendments to include City of Oroville

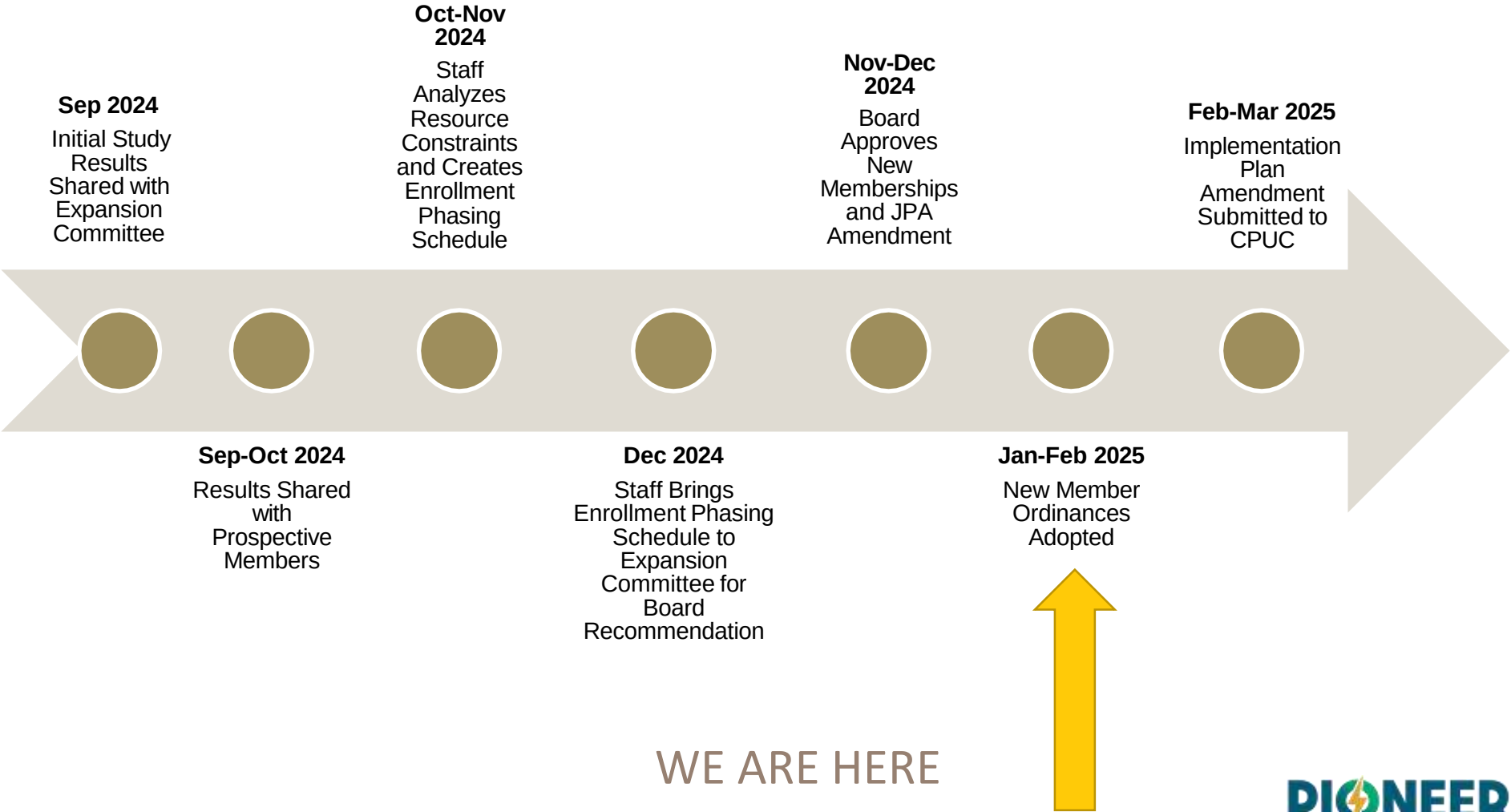


Other Agencies Considered for Expansion

Item 7.



Next Steps



February 18, 2025 City Council Meeting

- Resolution exiting Butte Choice Energy JPA
- Resolution joining Pioneer Community Energy JPA
- Second reading of the Ordinance



Action Requested

- Waive the first reading of Ordinance.



Questions?





CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS
FROM: CHRIS TENNS, ASSISTANT CHIEF
RE: PRIORITY DISPATCHING FOR THE FIRE DEPARTMENT
DATE: JANUARY 21, 2025

SUMMARY

The City Council shall consider approving the implementation of Priority Dispatching within the City of Oroville. This initiative is designed to optimize the use of fire rescue resources by categorizing medical calls based on urgency and diverting non-emergency transport calls to the City ambulatory service. By doing so, the goal is to free up City fire engines for urgent emergencies, reduce the strain on City, County and State fire engines, and ensure resources are deployed efficiently.

DISCUSSION

The City of Oroville Fire Department has been facing a significant rise in call volume due to population growth and an increasing demand for emergency services, averaging approximately 20 calls per day. This increase in call volume has made it more difficult to ensure the availability of resources for urgent emergencies in a timely manner and can have a negative impact on the health and wellness of our employees.

Priority Dispatching will help address this challenge by categorizing calls into non-urgent and priority/critical categories, diverting non-urgent calls requesting transport to the City ambulatory provider, potentially reducing annual incident totals by several hundred calls. This will enable Oroville City fire engines to remain more available for urgent emergencies while reducing the strain on County and State fire resources, allowing their availability for emergencies outside the City. The initiative will help ensure that fire rescue resources are used more efficiently and that critical resources remain available for life-threatening emergencies. This is becoming a more common practice, and our local ambulatory provider is aware of this practice and is in support.

FISCAL IMPACT

NONE

ACTION REQUESTED -

APPROVE THE IMPLEMENTATION OF PRIORITY DISPATCHING WITHIN THE CITY OF OROVILLE FOR THE FIRE DEPARTMENT.

ATTACHMENTS

NONE



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

RE: MUNICIPAL CODE DISCUSSION WITH REGARD TO VACANT BUILDINGS

DATE: JANUARY 21, 2025

SUMMARY

The City Council shall have a discussion on how vacant buildings in the community that are not under construction or repair, not in compliance with City code, are contributing to blight, or are not being appropriately monitored and maintained can be problematic to crime, economic development and to property values. Options to address this issue, which include actions outlined in Chapter 9 of the Oroville Municipal Code will be discussed.

DISCUSSION

Council Member Webber and Council Member Johnstone have requested that the Council discuss options moving forward to address properties within the City that are sitting vacant and are not under construction or repair, not in compliance with City code, are contributing to blight, or are not being appropriately monitored or maintained. While being respectful of an individual's property rights, vacant properties within the City need to continue to be maintained, kept up to code and monitored. A discussion will take place on this topic.

FISCAL IMPACT

None.

RECOMMENDATION

PROVIDE DIRECTION TO STAFF.

ATTACHMENTS

Chapter 9.12 of Oroville Municipal Code

CHAPTER 9.12
**MAINTENANCE AND REHABILITATION OF NEGLECTED VACANT OR
ABANDONED BUILDINGS**

Article 1
General Provisions

§ 9.12.010. Purpose.

- A. Neglected vacant or abandoned buildings are a major cause and source of blight in residential and nonresidential neighborhoods, especially when the owner of the building fails to maintain and manage the building to ensure that it does not become a liability to the neighborhood. Neglected vacant or abandoned buildings often attract children, vagrants, and criminal activity. The properties are also vulnerable to be set on fire by transients and others using the property illegally. The presence of neglected vacant or abandoned buildings can lead to neighborhood decline, create an attractive public nuisance, lower property values, and discourage economic development in the area.
- B. It is the responsibility of property owners, lenders, trustees, or others with possessory, equitable, or legal interests in the neglected vacant or abandoned buildings, including without limitation, historic buildings or structures, to maintain, secure, and prevent these buildings from becoming a burden to the neighborhood and community or a threat to the public health, safety, and welfare. The purpose of this section is to provide standards for maintaining vacant and abandoned buildings and to establish a monitoring program for those that are determined to be neglected.

(Ord. 1789 § 2)

§ 9.12.020. Definitions.

The definitions set forth in this section shall govern the application and interpretation of this section.

"Abandoned" means a property, including a residence, building, or structure, or any structural improvement on real property, that is vacant and is (1) under a current notice of default and/or notice of trustee's sale; (2) subject to foreclosure sale where title was retained by the beneficiary of a deed of trust, or (3) transferred under a deed in-lieu of foreclosure/sale.

"Beneficiary" means a lender under a note secured by a deed of trust.

"Deed in-lieu of foreclosure/sale" means recorded document that transfers ownership of real property from the trustor to the holder of the deed of trust upon consent of the beneficiary of the deed of trust.

"Deed of trust" means an instrument by which title to real property is transferred to a third party trustee as security for a real estate loan. This definition applies to any and all subsequent deeds of trusts.

"Default" means the failure to comply or fulfill any contractual obligation under the deed of trust.

"Director" means the director of planning and development services, or designee, or such other director designated by the city administrator to administer this section.

§ 9.12.020

§ 9.12.030

"Foreclosure" means the process by which real property, placed as security for a real estate loan, is sold at an auction to satisfy the debt when the trustor (borrower) defaults on the real estate loan.

"Historic" means any building or structure that is listed on (1) the National Register of Historic Places; (2) the California Register of Historic Resources; or (3) deemed of importance to history, architecture or culture of the area by the City of Oroville.

"Neglected vacant building or structure" means any vacant building or structure that is not maintained in accordance with this section.

"Notice of default" means a recorded notice that a default has occurred under a deed of trust and the beneficiary intends to proceed with a trustee's sale of the real property or asserts any of its rights under the deed of trust.

"Owner" means the owner of record of real property, or the occupant, lessee, or interest holder, as the case may be.

"Property" means any improved real property, or portion thereof, situated in the city and includes any residence, building, structure, or any other improvement located on the real property.

"Rehabilitation" means taking corrective action to meet the minimum standards set forth in this section and complying with any other applicable provisions of the Oroville Municipal Code so the property is not a public nuisance.

"Trustee" means any person, partnership, association, company, corporation, or any other person or entity holding a deed of trust on a property.

"Trustor" means a borrower under a deed of trust who deeds property to a trustee as security for the payment of a debt.

"Vacant" means a building or structure that is unoccupied or occupied by unauthorized persons for any amount of time.

(Ord. 1789 § 2)

§ 9.12.030. Compliance required.

- A. Every owner of a property shall maintain the property in accordance with this section and Title 9 of the Oroville Municipal Code. If at any time the vacant or abandoned building or structure does not meet these standards the property shall be registered by the owner into the vacant or abandoned building monitoring program as listed in Sections 9.12.120 through 9.12.190. If the director is unable to locate the owner, or the owner refuses or otherwise fails to register the property, the director shall register the property. Following the property being registered into the vacant or abandoned building monitoring program the owner shall be sent the vacant or abandoned building monitoring program fee payment form by first class mail, postage prepaid, and/or personal service. The fees shall be paid within 30 days of the date of the fee payment form.
- B. Every owner of a property is liable for violation of this section regardless of any contract or agreement the owner has with any third party.
- C. Except as otherwise provided herein, the director shall have the authority to enforce the provisions of this section.

D. Any property in violation of this section shall constitute a public nuisance.
(Ord. 1789 § 2)

Article 2 Maintenance Standards

§ 9.12.040. Vacant and abandoned building(s).

- A. It is unlawful for any building or structure, whether residential, commercial, industrial, or historic, to be vacant for more than 30 calendar days unless one of the following conditions exists:
1. The building or structure is subject to an active building permit for construction, alteration, modification, rehabilitation, or repair and the owner is progressing diligently to complete the construction, alteration, modification, rehabilitation, or repair within the time frame set forth in the building permit and/or by the director.
 2. The building or structure complies with all codes, ordinances, and/or laws adopted by the city, does not otherwise constitute a public nuisance, is ready for use or occupancy, and is actively being offered for sale, lease, or rent.
 3. The building or structure, including the property on which it is located does not otherwise constitute a public nuisance and is unlikely to become a public nuisance because the property is actively maintained and monitored. Actively maintained and monitored shall mean the condition of the property complies with the minimum standards set forth in this section and any other applicable provisions in the Oroville Municipal Code.
- B. The owner of any vacant or abandoned building or structure, whether boarded by voluntary action of the owner or as a result of enforcement activity by the city, shall rehabilitate the boarding building or structure for occupancy, in accordance with all applicable code and regulations, within no more than 30 calendar days or as determined appropriate by the director after the building is boarded, unless the building or structure meets one of the conditions set forth in subsection A of this section.

(Ord. 1789 § 2)

§ 9.12.050. Structural and building standards.

All vacant or abandoned property shall be maintained in a structurally sound condition and meet the following minimum building standards:

- A. Complies with all applicable building codes adopted by the City of Oroville.
- B. All fences, walls, arbors, swimming pools or other similar structures, whether made of masonry, wood, metal, vinyl, wood or other materials shall be maintained in a structural sound condition in accordance with the latest adopted edition of the California Building and/or Residential Code and the Oroville Municipal Code.

(Ord. 1789 § 2)

§ 9.12.060. Fire safety.

All vacant or abandoned property shall be maintained in a manner which does not create an unreasonable risk of fire and which meets the following minimum fire safety standards:

§ 9.12.060

§ 9.12.070

- A. Complies with all applicable building and fire codes adopted by the City of Oroville.
- B. Is maintained in a manner where the property is free of all vegetation, weeds, dry brush, garbage, trash, debris, appliances, building materials, rubbish, accumulation of newspapers, circulars, flyers, notices, except those required by law, which may constitute a safety or fire hazard as determined by the fire department and/or director.
- C. Is maintained in a manner free of any storage of flammable liquids or other materials which would constitute a safety or fire hazard as determined by the fire department and/or director.
- D. Is maintained in a manner where the electrical, plumbing, and mechanical utilities are maintained in accordance with applicable codes and ordinances.
- E. Is maintained in a manner where all existing fire protection systems are kept in operating condition in accordance with applicable codes and ordinances.
- F. Is maintained in a manner where no fire hydrants, including private hydrants, that provide water flow to the property, are removed, tampered with, or taken out of service unless authorized in writing by the City of Oroville Fire Department.

(Ord. 1789 § 2)

§ 9.12.070. Security standards.

All vacant or abandoned property shall be maintained in a manner which secures it from any unauthorized entry and meets the following minimum security standards:

- A. All windows, doors, gates, fences or any other opening of such size that may allow access to persons, animals, or other elements, to the interior of the property, building, or structure shall be secured, locked, closed or maintained in such a manner so as to prevent unauthorized entry. Windows, doors, or similar openings shall provide either intact glazing or resistance to entry equivalent to or greater than a solid sheet of a one-half inch plywood, painted to protect from the elements (paint shall match the existing house paint color), cut to fit the opening, and securely fastened using 8d galvanized nails for equivalent wood screws spaced not more than 6 inches on center.
- B. Doors and service entrances located 10 feet or less above grade, stairway, landing, ramp, porch, roof or similar accessible area shall provide resistance to entry equivalent to or greater than that of a solid core door 1-3/8 inches thick equipped with a 1/2-inch throw deadbolt.
- C. Exterior doors, other than the operable door described in subsection D of this section may be closed from the interior of the building or structure by securely fastening them to the door frame using approved galvanized or stainless steel fasteners.
- D. There shall be at least one operable door into each building or structure to allow access to all portions of the building or structure. If an existing door is operable, it may be used and secured with a suitable lock such as a hasp and padlock, dead bolt, or dead-latch.
- E. There shall be a sign no less than 18 by 24 inches posted on the front of the exterior building or structure so it is legible from the public right-of-way with the following information (sign shall be within sight of the building street address posting):

§ 9.12.070

§ 9.12.090

1. Name and 24-hour contact phone number of owner or approved property representative.
 2. Address of the owner, responsible party, or property management company.
 3. The statement "THIS PROPERTY MANAGED BY" with appropriate name inserted, and "TO REPORT PROBLEMS OR CONCERNS CALL" with the 24-hour telephone number listed.
 4. The sign shall be constructed and printed with weather resistant materials.
- F. An updated window calendar shall be posted visible from the sign as required in subsection E of this section showing the date, time, and responsible party that completed the last required property inspection.
- (Ord. 1789 § 2)

§ 9.12.080. Debris removal.

All vacant or abandoned property including all adjoining yard areas shall be maintained free of debris, combustible materials, litter, garbage, furniture or any other item(s) that gives the appearance that the property is vacant or abandoned in accordance with this chapter and other applicable provisions of the Oroville Municipal Code.

(Ord. 1789 § 2)

§ 9.12.090. Appearance.

All vacant or abandoned property must be maintained in a manner which minimizes the appearance of vacancy and meets the following minimum appearance standards:

- A. The property shall be maintained free of graffiti or similar markings by removal or painting over within 24 hours with similar exterior grade paint matching the color of the existing exterior of the building or structure with this section and other applicable provisions of the Oroville Municipal Code.
- B. Any construction, alteration, improvements, or rehabilitation shall be completed during the term of a valid building permit as determined by the director.
- C. All exterior surfaces shall be maintained to prevent entry including replacement or repair to any broken windows, doors, or siding materials and be applied with a minimum 2 coats of paint, siding, stucco, or other finish to weatherproof the vacant or abandoned building or structure and to create a sufficient appearance of repair to deter unauthorized occupation.
- D. All landscaping including grass, turf, trees, hedges, shrubs, flowers, and other similar materials, shall be kept in accordance with Section 9.08.050(B) and (C) of the Oroville Municipal Code and in such condition as not to create the appearance of a vacant or abandoned building or structure.
- E. All swimming pools, spas, or other areas of standing water shall be kept in working order so that the water remains clear and free of pollutants or debris unless the pools, spas or other areas are drained and kept dry. All properties with pools, spas, or other areas of standing water must meet the minimum fencing requirements outlined in Section 17.12.020 of the

§ 9.12.090

§ 9.12.110

Oroville Municipal Code and California State Law.
(Ord. 1789 § 2)

§ 9.12.100. Vacant or abandoned historic building.

- A. This section shall apply to any vacant or abandoned historic building or structure located in the City of Oroville.
- B. In addition to any other requirement of this section, a vacant or abandoned historic building or structure shall be safeguarded and maintained in accordance with this section.
 - 1. All vacant or abandoned historic buildings or structures shall have an operating security alarm system at all times as approved by the director, such as, motion detectors, automatic signal devices, intrusion alert, closed circuit television monitoring, or similar type of security systems. Such system(s) shall be registered with the Oroville police department.
 - 2. All vacant or abandoned historic buildings or structures shall be maintained in accordance with Section 311 of the California Fire Code. A vacant or abandoned historic building that is deemed unsafe by the City of Oroville building official or fire marshal may become subject to an abatement action that may require corrective action, including, but not limited to, installation of a fire alarm system, fire suppression system, smoke detectors, or a combination thereof.

(Ord. 1789 § 2)

§ 9.12.110. Additional authority.

In addition to any other rights, remedies, or enforcement provided in this section or this Code, the director shall have the authority to require the owner of any property in violation of this section, to implement additional maintenance, security, fire or other corrective or preventive measures as may be reasonably required to combat the decline of the property such as securing the property, installing additional lighting, or increased on-site inspections.

(Ord. 1789 § 2)

Article 3
Enforcement

§ 9.12.120. Vacant or abandoned building monitoring program.

- A. If the director determines that a property is subject to this section, the director shall send notice and require the owner of any vacant or abandoned building or structure to register the property into the vacant or abandoned building monitoring program within 10 calendar days of the date of notice to register.
 - B. The owner of the vacant or abandoned building or structure may appeal the director's decision to place the building or structure into the vacant or abandoned building monitoring program by filing a notice of appeal with the director within 10 days of the date of notice. The appeal procedure as stated in Chapter 2.28 of this Code shall be followed for all appeal proceedings and determinations.
- (Ord. 1789 § 2)

§ 9.12.130. Registration.

- A. The owner of a vacant or abandoned building or structure which is required to register in the vacant or abandoned building monitoring program pursuant to this section shall be registered in accordance with the requirements of this section.
 - B. The registration information shall include:
 - 1. The property address of the vacant or abandoned building or structure.
 - 2. The assessor parcel number (APN) of the real property where the vacant or abandoned building or structure is located.
 - 3. The name, address, email (if available) and telephone number of the owner. If a notice of default has been issued, the name, address, and phone number of the beneficiary or trustee on the deed of trust shall be included. In the case of a corporation or out of area beneficiary or trustee, as defined below, the local property management company or agent responsible for the security, maintenance, and monitoring of the property shall be included.
 - 4. The date the building or structure became vacant.
 - C. Any change in the information provided pursuant to this section, including but not limited to a change in ownership, shall be filed with the director within 10 calendar days of the change.
- (Ord. 1789 § 2)

§ 9.12.140. Responsible agent.

- A. The owner of any vacant or abandoned building or structure which is subject to the registration requirements of this section shall designate a responsible agent for the building or structure. The owner who lives within 50 miles of the vacant or abandoned building or structure may designate themselves as the responsible agent.

§ 9.12.140

§ 9.12.170

- B. The owner of any vacant or abandoned building or structure who lives more than 50 miles from the building or structure shall name a responsible agent who lives within or whose place of business is within the City of Oroville. In the event an owner is a corporation, association, or other type of entity, the owner shall either have its principal place of business within the City of Oroville or may designate a responsible agent who has its principal place of business within the City of Oroville or lives within 50 miles from the building or structure.
- C. The designation of responsible agent shall constitute an authorization by the owner for the responsible agent to act on behalf of the owner with regard to all requirements under this section and may accept all notices, including all notices pursuant to this section, all notices of proposed abatements or summary abatements, and all compliance orders and administrative orders pursuant to Title 9 of the Oroville Municipal Code, on behalf of the owner.
- D. The owner's designation of a responsible agent shall not relieve the owner of an obligation to comply with the provisions of this section.
(Ord. 1789 § 2)

§ 9.12.150. Inspections.

- A. The owner or responsible agent of the vacant or abandoned building or structure which is required to be registered in the vacant or abandoned building monitoring program shall inspect or cause the inspection of such vacant or abandoned building or structure not less than one time in every 2-week period.
- B. Such owner or responsible agent shall keep or cause to be kept a written log of all the inspections. The log shall contain the following information:
1. The date and time of the inspection;
 2. The name and signature of the authorized person performing the inspection;
 3. A notation of any problems or violation of this section or Oroville Municipal Code identified;
 4. A detailed description of any corrective action performed to address any violation of this section or the Oroville Municipal Code.
- C. A copy of the log shall be provided to the city upon request of the director. A current copy of the log shall also be kept on site at all times.
(Ord. 1789 § 2)

§ 9.12.160. Removal of property from vacant or abandoned building monitoring program.

The property may be removed from the vacant or abandoned building monitoring program by the director if no violations exist on the property for a period of 60 days or more.
(Ord. 1789 § 2)

§ 9.12.170. Fees.

§ 9.12.170

§ 9.12.200

- A. The owner of the vacant or abandoned building or structure subject to registration shall pay the vacant or abandoned building monitoring program registration fee as set forth in the schedule of fees adopted by resolution of the city council. Payment of the registration fee shall be made to the city at the same time the owner submits the registration form to the city.
- B. The fee shall be calculated on a yearly basis and the entire fee shall be due and owing at the time of registration. Registration fees will not be prorated or refunded.
- (Ord. 1789 § 2)

§ 9.12.180. Appeals.

Appeals shall be conducted as set forth in Chapter 2.28 of the City of Oroville Municipal Code.

(Ord. 1789 § 2)

§ 9.12.190. Administrative civil penalties.

Any owner of a vacant or abandoned property in violation of this section is subject to the administrative civil penalties set forth in Title 2 of the City of Oroville Municipal Code.

(Ord. 1789 § 2)

§ 9.12.200. Remedies.

The provisions in this section are nonexclusive and supplementary to any existing rights and remedies, and the provisions of this section may be enforced by any remedies provided for in this Code or otherwise available by law. Violations of this section may be prosecuted criminally, civilly, or administratively either undertaken separately or in conjunction with other remedies, at the sole discretion of the city. Nothing in this section shall be deemed to prevent the city from commencing any administrative or legal proceedings to enforce this section, Code, or any law.

(Ord. 1789 § 2)



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: BRIAN RING, CITY ADMINISTRATOR
DAVE RITCHIE, ASSISTANT CITY ATTORNEY**

RE: OPTIONS FOR FILLING VACANT TREASURER POSITION

DATE: JANUARY 21, 2025

SUMMARY

The City Council shall consider the options for filling the vacant City Treasurer position. The City Treasurer position has been vacant since the untimely passing of former Treasurer, Karolyn Fairbanks. The City Council chose to not appoint a new Treasurer and instead put the matter before the voters at the November election. With nobody filing to run for this vacancy, and with the voters of the City voting down Measure J (which would have deleted the position of Treasurer), the Council must choose to appoint a replacement or put this matter on the ballot in November of 2026. Pursuant to Government Code section 36512, the City Council may select the process by which the vacancy may be filled.

DISCUSSION

Within 60 days of its occurrence, the Council shall fill a vacancy either by appointment or by calling a special election. (Govt. Code §36512.) If the Council chooses to fill the vacancy by appointment, it must be done within 60 days of the vacancy (January 7, 2025). The appointment must be made with a majority vote of the Council. A timeline for the appointment would need to be established by the Council as follows:

January 7, 2025	Vacancy of Treasurer Position
January 21, 2025	Council Meeting to Determine to Appoint or Hold Special Election
TBD	Advertise Vacancy in at least 3 locations for 15 days
TBD	Candidate Deadline to Apply
TBD	Review Applications by Ad Hoc / Executive Committee (and Potentially Determine Who Should Be Interviewed If Substantial Number of Applications Received)
TBD (must be on or before March 8, 2025)	Council Meeting (60-Day Deadline to Appoint from Date Position Was Vacant) - Interview Candidates in Open Session

	- Select by Motion (and Second) and Adopt Resolution - Majority Vote of Council Members Required - Swearing in
Day of Appointment + 15 Days	Notify County Elections Office of Appointment (within 15 Days)

Alternatively, the Council can decide to hold a special election to fill the vacancy, which must occur at the next regularly established election date not less than 114 days from the call of the special election, which would be November 3, 2026. If the Council desired a special election, it would be required to pay the proportional share all election costs.

FISCAL IMPACT

If an appointment is made, the City will incur minimal advertising costs. If a special election is ordered concurrent with the next general election, the City will be required to pay the proportional cost of placing the measure on the ballot.

RECOMMENDATION

1. THE CITY COUNCIL HAS THE OPTION TO MAKE A PROVISIONAL APPOINTMENT OR TO ORDER A SPECIAL ELECTION. IF THE COUNCIL DESIRES TO MAKE A PROVISIONAL APPOINTMENT, THE COUNCIL SHOULD DETERMINE THE DEADLINES AND A TIMELINE FOR THE PROVISIONAL APPOINTMENT.
2. GIVEN THE LACK OF DUTIES THAT THE TREASURER WOULD BE RESPONSIBLE FOR (INVESTMENT OVERSITE), AND THE FACT THAT THESE RESPONSIBILITIES HAVE OTHER MEANS TO BE ADDRESSED, STAFF RECOMMEND PUTTING THIS MATTER ON THE BALLOT IN 2026.



CITY OF OROVILLE STAFF REPORT

TO: COUNCIL MEMBERS

FROM: MAYOR PITTMAN

RE: REQUEST FOR SPONSORSHIP OF THE ROTARY CLUB OF OROVILLE'S ANNUAL ROTARY ROUNDUP

DATE: JANUARY 21, 2025

SUMMARY

The City Council shall consider the purchase of a Platinum level sponsorship for the Rotary Club of Oroville's Annual Rotary Roundup. The Rotary Club of Oroville has been a cornerstone in our community, contributing to various charitable projects and initiatives that enhance the quality of life for residents. Their Annual Rotary Roundup is a flagship event that brings together community members, businesses, and civic leaders to support local causes and foster community spirit.

DISCUSSION

Sponsoring the Rotary Club of Oroville's Annual Rotary Roundup at the Platinum level demonstrates the City's commitment to supporting local organizations and promoting community engagement. This level of sponsorship includes significant recognition opportunities for the City, such as:

- Prominent logo placement on event materials and signage
- Recognition in event announcements and programs
- Opportunities for City representatives to participate in event activities (table for 8)

The event provides a platform for the City to engage with residents, showcase its support for local initiatives, and strengthen relationships with community stakeholders.

FISCAL IMPACT

The cost of the Platinum level sponsorship is \$1,500.00. Funds are available in the City's Community Fund.

RECOMMENDATION

1. Approve the purchase of a Platinum level sponsorship for the Rotary Club of Oroville's Annual Rotary Roundup at the cost of \$1,500.00;
2. Approve a lower level of sponsorship (including sponsoring a table); or

3. Make no sponsorship.



Rotary Club of Oroville
Chartered April 11, 1924
Service Above Self



**Be Part of the Posse to Support the
37th Annual Rotary Roundup**



Dear Community Partner,

You care a great deal for this place we call home. So do we.

Since 1924, Oroville Rotarians have lived **Service Above Self** through the implementation of its many projects and programs. Over three decades ago, in an effort to establish an ongoing source of funding (and fun), the Rotary Roundup was created. Now an **Oroville tradition**, this western themed dinner/dance will be held **February 8, 2025** at the Oroville Convention Center including a tri-tip dinner, raffle & live/silent auctions, and live western music dancing!

We'd be honored and grateful for your support. Please consider a sponsorship, monetary donation, or product/service donation for our live & silent auction. We'll make sure that our hundreds of guests know that you helped make the night, and our year, a success.

A form is below to mail in with payment. If you prefer to use a credit/debit card, please contact me. My personal number is below, so please feel free to call or text with questions or to arrange a pickup of your tickets, sponsorship and/or donations.

With sincere gratitude,

Laurie Kee, Roundup Chair • (530) 370-6918 • lkee@goldenvalley.bank



Sponsorships

____ **Platinum - \$1,500.00** Features prominent/multiple listings & mentions, name/logo on digital signage, name/logo rotations in our A/V production & table for 8 close to the stage. Exclusive front page logo website placement & sponsor listing page.

____ **Gold - \$1000.00** Features prominent/multiple listings & mentions, name/logo rotations in our A/V production. Logo on website with other Gold sponsors

____ **Silver - \$500.00** Features multiple listings, name rotations in our A/V production, and listing on our friends & sponsors page

____ **Bronze - \$250.00** Features listings, A/V, web, program listing, etc.

Live/Silent Auction:

Please describe item and monetary value:

Buy a (long) Table of 8:

____ For 8 - \$600.00*

Or Individual Tickets - \$75.00*

____ x \$75 = _____ Total

Donate:

In lieu of tickets and/or a sponsorship, please accept my donation in the amount of \$ _____



Proceeds benefit Rotary's Local Projects & Programs

Rotary Club of Oroville / Monday Club Foundation

P.O.Box 6227, Oroville, CA 95965

Monday Club Foundation (501c3 Tax ID #46-1899906)

*** Early Bird Price**
(Pay In FULL by 12/31/23)

Tickets \$65 Each

Table of 8 \$520

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

ABC 211 (6/99)

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

File Number: **665780**
Receipt Number: **2960945**
Geographical Code: **0404**
Copies Mailed Date: **December 27, 2024**
Issued Date:

DISTRICT SERVING LOCATION: REDDING**First Owner: GHOMAN, HARPREET KAUR****Name of Business: PDQ OROVILLE****Location of Business: 555 ORO DAM BLVD E
OROVILLE, CA 95965-5716****County BUTTE****Is Premises inside city limits Yes****Census Tract: 0030.02**

Mailing Address:(If different
from
premises address)

Type of license(s): 20**Dropping Partner: Yes___ No ☒****Transferor's license/name: 622209 / V PETROLEUM LLC**

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
20 - Off-Sale Beer And Wine	PER	Y			
<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	ISSUE TEMPORARY PERMIT	NA	1	12/27/24	\$100.00
Application Fee	PERSON TO PERSON TRF	NA	0	12/27/24	\$395.00
20 - Off-Sale Beer And Wine	ANNUAL FEE	NA	0	12/27/24	\$470.00
Total					\$965.00

Have you ever been convicted of a felony? No**Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the
Department pertaining to the Act? No****STATE OF CALIFORNIA County of BUTTE****Date: December 27, 2024****Applicant Name(s)****GHOMAN, HARPREET KAUR****GHOMAN, RAGHBIR SINGH**

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

ABC 211 (6/99)

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

File Number: **665937**
 Receipt Number: **2962301**
 Geographical Code: **0404**
 Copies Mailed Date: **January 3, 2025**
 Issued Date:

DISTRICT SERVING LOCATION: **REDDING**First Owner: **SADAT, SAYED GHUFRAN**Name of Business: **VASU GAS & FOOD**

Location of Business: **2401 5TH AVE**
OROVILLE, CA 95965

County **BUTTE**Is Premises inside city limits **Yes**Census Tract: **0028.00**

Mailing Address:(If different
 from
 premises address)

Type of license(s): **20**Dropping Partner: Yes ☐ No ☒Transferor's license/name: **594965 / VASUDEVA, ASHOK KUMAR**

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
20 - Off-Sale Beer And Wine	PER	Y			
<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	PERSON TO PERSON TRF	NA	0	01/03/25	\$395.00
Application Fee	FEDERAL FINGERPRINTS	NA	2	01/03/25	\$48.00
Application Fee	STATE FINGERPRINTS	NA	2	01/03/25	\$78.00
20 - Off-Sale Beer And Wine	ANNUAL FEE	NA	0	01/03/25	\$470.00
Total					\$991.00

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

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

STATE OF CALIFORNIA County of **BUTTE**Date: **January 3, 2025**

Applicant Name(s)

SADAT, SAYED GHUFRAN

Business Assistance and Housing Development

Item iii.



DECEMBER 2024

Loan Portfolio Balance: \$48,508,642.37

Number of Loans	339	Loans in Default	4
Late Payment Notices	3	Late Insurance Notices	0
Annual Inspections Complete	0	Annual Certs Received	2

Loans in Default-3

Mortgage Default-3

1. 2170 Mitchell Ave. -Borrower working with primary mortgage to cure default-Staff monitoring. Neither a Notice of Sale Date nor a Foreclosure Recission has been recorded.
2. 48 Russel Proctor Way- City Council approved foreclosure 10/01/2024. City will monitor until a sale date has been posted then City will redeem primary mortgage and publish City foreclosure. Sale Date was set and the City paid off the primary mortgage and recorded a Notice of Default 12/4/2024.

Deceased Borrower-1

3. 6 Golden Eagle Rd. -Sent letter to the Estate 7/11/2024. Son is applying to assume the loan. Borrower submitted application and is eligible to assume. Staff is preparing the Loan Assumption Agreement to execute.

Loan Portfolio Analysis

Rehab Loans: 31	FTHB Loans: 274
Economic Development Loans: 1	Landscape Loans: 3
Housing Development: 16	City Employee Mortgage: 5
Lease to Purchase: 5	Payoff Requests Processed: 40
Loans Repaid FY -24-25: 11	Payoff Received: \$761,049

First Time Home Buyer Program-City Program

Applications Received: 0	Applications under Review: 0
Loans Approved: 1	Loans Closed FY 24-25: 4

Applications Received: 0

Applications under Review: 0

First Time Home Buyer Program-County Program administered by City

Applications Received: 0

Applications under Review: 0

Loans Approved: 2

Loans Closed FY 24-25: 2

Owner Occupied Rehabilitation

Applications Received: 1

Applications under Review: 0

Loans Approved: 1

Rehab in Process: 1

Loans Closed FY 24-25: 1

Grants Submitted FY23-24 and 24-25

1. Permanent Local Housing Allocation (PLHA)22-PLHACOM-17810: \$2,500,000 for Lincoln Village Apartments-awarded. Loan was disbursed 01/7/25.
2. 23-ERF-3L-00009 Encampment Resolution Funds-Mission Esperanza: \$1,730,450-Awarded.
3. Affordable Housing and Sustainable Communities (AHSC)- Nelson Point Apartments-Not awarded.
4. 2023 Community Development Block Grant Amend 1: Fire Truck Purchase-Not awarded.
5. 20-PLHA-15545 Grant Application for years 21-22 of 5-year allocation \$336,105: Owner-occupied Rehabilitation-awarded. Awarded 10/29/24.
6. 2023 HOME Investment Partnership: \$500,000 for FTHB program-Awarded.
7. 2024 CDBG Program Income Only: \$1,500,000 for FTHB program-Awarded 10/29/24.
8. 2024 CDBG General Allocation: \$3,100,000 for Fire Truck, Fire Engine and Fire Equipment-award pending.
9. 2024 CDBG General Allocation: \$100,000 for Catalyst Domestic Violence-award pending.
10. 2024 CDBG General Allocation: \$164,486 for South Oroville Drainage Feasibility Study-award pending.
11. 20-PLHA-15545 Grant Application for year 2023 of 5-year allocation \$83,338: Owner-occupied Rehabilitation-Pending.
- 12.

Current Project Highlights

1. Lincoln Village Apartments-Nearing Completion and currently leasing.
2. Lincoln Street Senior Apartments-Submitted Financing package to the State with request for an extension. Submitted application for 20DRMHP Funds. These funds were awarded, as well as Tax credits.
3. Mission Esperanza-Under construction, pallet shelters are being installed, staffing on-boarding and training is underway. Projection to open in April 2025. Awarded and disbursed Housing Program Fund grant of \$100,000 for operations.
4. Neighborhood Cleanup Program- grant is 50% expended.
5. Improvements to Oroville Convention Center-Project nearing completion. Grant is 65% expended.
6. Veteran's Village-City released Tranche 1 on 09/25/2024 to VHDC. Plans and Specs, environmental review underway.
7. Prepared the required updates to HOME Program Guidelines and security documents. These were submitted to the State for approval.
8. 3235 Burlington Ave.-Foreclosure complete, Exempt Surplus Property submitted and approve by State. The City will list in January 2025.
9. Will begin a marketing campaign in January 2025 for both the FTHB and OOR Program applicants
10. Annual Portfolio Certification and Drive-by Inspections have began for 2025, will be ongoing until complete.
11. 1218 Bird Street's listing is still active. There have been several inquiries but no offers. Re-evaluating the sales price in January.

Dear Council Members,

As the year ends and we reflect on 2024, on behalf of Voices United we would like to express our deepest gratitude for the proclamation recognizing Homeless Youth Awareness month in November. We thank you for your support and may 2025 bring us many opportunities for collaboration.

With gratitude & respect,

the team at Voices United,
Butte County Office of
Education &
Youth for Change

gry

With sincere gratitude
and warmest thanks.

—Shendeisha Chand
Thank you for your enthusiasm

Thank you!!
—Andy Abillea

Expressions
FROM
Hallmark



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LAG 1554



THANK YOU

Item iv.

"Kindness is
a small gesture
that makes
a big difference."



CALIFORNIA WATER SERVICE

Oroville District 1905 High Street
Oroville, CA 95965 Tel: (530) 533-4034

Item v.

January 2025

Treatment Process Change for Cal Water's Oroville Water System

Dear Customer:

At California Water Service (Cal Water), providing safe, clean drinking water for our Oroville customers is our top priority. We wanted to notify you of a change we will be making to the treatment process, which will still provide safe, clean water to you. Per the City of Oroville's Resolution No. 9284, passed on July 16, 2024, we will be discontinuing the addition of fluoride to your tap water.

As background, in 1957, the Oroville City Council gained the approval of the California Public Utilities Commission (CPUC) to mandate that Cal Water's Oroville District add fluoride to the drinking water of its customers. It was a decision made based on the best available data at the time and with the health of citizens in mind. For the last 66 years, we have added fluoride according to the safety guidelines established by the health experts at California's Division of Drinking Water (DDW), which sets drinking water standards for health and safety.

Since 1957, fluoride has become more readily available in other sources. According to the American Dental Association (ADA), topical application of fluoride (i.e., brushing, rinsing, etc.) has been found to be most the effective way to prevent dental caries, and is recommended at higher concentrations than are safe for ingestion. With this in mind, Oroville's City Council passed Resolution No. 9284 to direct staff to work with Cal Water and the CPUC to discontinue fluoridation of Cal Water's drinking water.

Cal Water has since filed an application with the CPUC with our intent to discontinue fluoridation per the City's resolution. We have also worked with DDW to change our operating permit to reflect that we will no longer be adding fluoride to our drinking water. And, we have developed an outreach plan to communicate this change, as well as a flushing plan to move the fluoridated water out of the system over the course of several weeks.

During the conversion, you may see Cal Water operators flushing the distribution system, analyzing water quality with field test kits, and collecting samples for additional laboratory analysis. You may notice a different taste or odor, which is due to moving the water rapidly through the pipes; the fluoride itself is colorless and odorless, and you will not be able to notice changes of concentration in fluoride. We will be carefully monitoring the water quality during this time, and you may use and drink the water as normal. The fluoride concentrations will never go up during this process; they will decrease at different rates depending on the area of our distribution system that you are in.

If you have any questions or concerns, including any water quality concerns during flushing, please call Cal Water at (530) 533-4034.

Sincerely,

Loni Lind
Local Manager



Quality. Service. Value.®

Infrastructure Improvement Planning Oroville

Item v.

Where each dollar goes:



49%

Capital improvements



18%

Centralized services
(Water quality,
Engineering, etc.)



14%

Local water
professionals
(Pump operators,
Utility workers, etc.)



10%

Water production



8%

Other operations
& maintenance



1%

Conservation

To continue providing **safe, clean, reliable water** to our communities, Cal Water has proposed our **Infrastructure Improvement Plan for 2025-2027.**

Our future upgrades will strengthen:



Reliability

- **Replace 8,861 feet of water main** to prevent failure of aging and high-risk pipelines



Safety

- **Improve existing surface water treatment facility** to provide safe, clean water



Supply

- **Retrofit storage tanks**
- **Install emergency intertie with adjacent water system** to deliver reliable water supply

For these important upgrades and costs to maintain and operate this system, under this proposal, the typical customer using 4,488 gallons of water per month would have an **increase of 17 cents per day beginning in 2026, followed by 8 cents per day in 2027 and 9 cents per day in 2028.**



Contact:

For more information on the improvements in your district, go to calwater.com/iip/oro, email us at infooro@calwater.com, or call us at (530) 533-4034.