



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

December 17, 2024
REGULAR MEETING
CLOSED SESSION 4:00 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 of 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: Tracy Johnstone, Krysi Riggs, Scott Thomson, 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 City Attorney regarding potential exposure to litigation – Two cases.

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

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.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - XX** 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. RESOLUTION HONORING BILL LAGRONE FOR OVER TWENTY-TWO YEARS OF DEDICATED SERVICE TO THE CITY OF OROVILLE

The City Council shall consider adopting a resolution honoring Chief Bill LaGrone, for his over twenty-two years of dedicated service to the City of Oroville.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9334 - RESOLUTION HONORING BILL LAGRONE, CHIEF OF POLICE, CITY OF OROVLLE, ON HIS RETIREMENT

2. RESOLUTION CANVASSING AND DECLARING THE RESULTS OF THE STATEWIDE GENERAL ELECTION HELD ON NOVEMBER 5, 2024

The City of Oroville conducted a General Municipal Election on November 5, 2024, in conjunction with the Statewide General Election. This election was held in accordance with the California Elections Code and the applicable provisions for municipal elections. The purpose of this election was to fill three seats on the City Council. Certified Election Results are shown in "Exhibit A".

ACTION REQUESTED –

ADOPT RESOLUTION NO. 9332 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION HELD ON NOVEMBER 5, 2024, CANVASSING AND DECLARING THE RESULTS AND SUCH MATTERS AS PROVIDED BY LAW, AND AUTHORIZE THE MAYOR TO SIGN.

3. ELECTED OFFICIALS GUIDING PRINCIPLES HANDBOOK

The City Council shall consider adoption of Elected Official Guiding Principles handbook.

ACTION REQUESTED -

ADOPT ELECTED OFFICIALS GUIDING PRINCIPLES HANDBOOK.

4. REQUEST TO OPERATE BUSINESS OUT OF RESIDENCE

The City Council shall consider allowing Josiah Roe, who resides at 17 Westwood Way, to operate a business out of his residence.

ACTION REQUESTED -

APPROVE MR. ROE'S REQUEST TO OPERATE A MINN KOTA REPAIR BUSINESS FROM HIS HOME.

5. CONTRACT WITH AMERICAN ENGINEERING FOR RIGHT OF WAY ACQUISITION AND PRELIMINARY ENGINEERING DESIGN FOR STREET AND DRAINAGE IMPROVEMENTS IN SOUTHSIDE

The City Council shall consider accepting the proposal from American Engineering and consider approving a professional services agreement for the Real Estate Acquisition and Preliminary Engineering Design for street and drainage improvements in Southside.

ACTION REQUESTED -

ADOPT RES. NO. 9331 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO ACCEPT THE PROPOSAL AND ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN ENGINEERING, FOR RIGHT OF WAY ACQUISITIONS AND PRELIMINARY ENGINEERING DESIGN FOR STREET AND DRAINAGE IMPROVEMENTS IN SOUTHSIDE IN THE AMOUNT NOT TO EXCEED \$232,860. IF GRANT FUNDS ARE AWARDED. IF GRAND FUNDS ARE NOT AWARDED, THE LEAP FUNDS AND DRAINAGE IMPACT FEE FUNDS WOULD STILL BE USED TOWARD RIGHT OF WAY AND DRAINAGE IMPROVEMENT DESIGN.

6. EXPENDITURE FOR LABORATORY ANALYSIS AND TESTING OF EVIDENCE

The City Council shall consider authorizing the payment to Exponent Inc, for laboratory testing and analysis of evidence, in an amount not to exceed \$29,120.00.

ACTION REQUESTED -

APPROVE THE PAYMENT TO EXPONENT INC, IN AN AMOUNT NOT TO EXCEED \$29,120.00.

7. REASSIGNMENT OF EXISTING LEASE AT 250 AIRPORT BOULEVARD TO PACIFIC GAS AND ELECTRIC

The City Council shall consider reassigning the existing lease at 250 Airport Boulevard from Oroville Industrial Holdings LLC to PG&E for industrial purposes.

ACTION(S) REQUESTED -

- 1. APPROVE THE LEASE ASSIGNMENT TO PG&E; AND**
- 2. AUTHORIZE THE MAYOR TO SIGN THE APPROPRIATE DOCUMENTS ASSIGNING THE LEASE TO PG&E**

8. AGREEMENT WITH OURENERGY FOR RENEWABLE ENERGY SERVICES

The City Council shall consider a proposal of an agreement with OurEnergy for technical consulting, engineering, and project development services.

ACTION REQUESTED -

DIRECT THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH OURENERGY FOR RENEWABLE ENERGY SERVICES TO FACILITATE THE CITY'S TRANSITION TO SUSTAINABLE, CLEAN ENERGY SOLUTIONS.

9. 2025 RECOLOGY SERVICE RATE INCREASE FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE

The City Council will receive an update on the Recology service rate increase for the collection and disposal of solid waste that will become effective January 1, 2025

ACTION REQUESTED -

ACCEPT FOR INFORMATION.

10. LETTER TO STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES REQUESTING ADDITIONAL SUPPLEMENTAL BENEFIT FUND FUNDING PENDING LICENSE APPROVAL BY THE FEDERAL ENERGY REGULATORY COMMISSION

The City Council shall consider sending letter to Department of Water Resources (DWR) requesting a 14th Amendment to the implementation agreement with DWR to secure annual funding of \$800,000 or more, which will be deducted from the first or subsequent SBF disbursements once the FERC license is approved.

ACTION REQUESTED –

APPROVE THE ATTACHED DRAFTED LETTER AND AUTHORIZE THE MAYOR TO SIGN.

11. SURPLUS OF LEER CAMPER SHELL

The City Council shall consider declaring a Leer camper shell as surplus property. The camper shell, which was purchased in 2019 for use on a command vehicle, is no longer needed due to upgrades made to the Fire Department's fleet of command vehicles. If declared surplus, the camper shell may be repurposed or transferred to another agency, such as the Nevada County Sheriff Search and Rescue team.

ACTION REQUESTED -

DECLATE THE LEER CAMPER SHELL AS SURPLUS PROPERTY AND AUTHORIZE ITS TRANSFER TO THE NEVADA COUNTY SHERIFF SEARCH AND RESCUE TEAM.

12. DONATION TO THE CHINESE TEMPLE

The City Council shall consider acknowledging the receipt of a donation to the Chinese Temple.

ACTION REQUESTED -

ACKNOWLEDGE RECEIPT OF THE DONATION FOR THE CHINESE TEMPLE AND RECOMMEND THAT THE CITY COUNCIL ACCEPT THE DONATIONS.

REGULAR BUSINESS

13. POLICE CHIEF RECRUITMENT

The City Council shall consider imitating a recruitment for the position of Police Chief.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9333 - RESOLUTION OF THE CITY COUNCIL OF OROVILLE, CALIFORNIA INITIATING A RECRUITMENT FOR A PERMANENT POLICE CHIEF

14. EMPLOYMENT CONTRACT WITH JASON WINES FOR POSITION OF INTERIM POLICE CHIEF

The City Council shall consider entering into an employment contract with Jason Wines for the position of Interim Police Chief.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9336 – A RESOLUTION OF THE CITY COUNCIL OF OROVILLE, CALIFORNIA FOR 180-DAY WAIT PERIOD EXCEPTION (Gov. Code sections 7522.56 & 21221(h)) AND APPROVING AN EMPLOYMENT AGREEMENT WITH JASON WINES AS INTERIM POLICE CHIEF FOR THE CITY OF OROVILLE

15. PROPOSAL FOR PURCHASE OF OPTICOM SIGNAL INTERRUPTERS FOR EMERGENCY RESPONSE

The City Council shall consider the purchase of Opticom signal interrupters, which control intersection lights when public safety vehicles are approaching. The implementation of Opticom technology is aimed at reducing response times during emergencies and enhancing safety to our citizens and responders. These devices would be installed at 12 city traffic signal as well as 10 Caltrans traffic signal locations along Highway 162, enabling faster and safer passage for emergency vehicles through key intersections within the City.

ACTION(S) REQUESTED -

- 1. DIRECT STAFF TO PURCHASE AND INSTALL OPTICOM SIGNAL INTERRUPTERS AND VEHICLE EMITTERS (10) FOR UP TO 12 CITY TRAFFIC SIGNALS; AND**
- 2. APPROVE BUDGET ADJUSTMENT FROM CONTINGENCIES FOR UP TO \$53,000 (5/7 VOTE REQUIRED).**

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.](#) Cal Fire- Department Stat Report 12.01.24

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on January 7, 2025 at 7:00 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.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

**RE: RESOLUTION HONORING BILL LAGRONE FOR OVER TWENTY-TWO
YEARS OF DEDICATED SERVICE TO THE CITY OF OROVILLE**

DATE: DECEMBER 17, 2024

SUMMARY

The Council will consider adopting a resolution honoring Chief Bill LaGrone, for his over twenty-two years of dedicated service to the City of Oroville.

DISCUSSION

The Council will consider adopting a resolution honoring Chief Bill LaGrone, for his over twenty-two years of dedicated service to the City of Oroville. Chief LaGrone has decided to retire at the end of this year.

FISCAL IMPACT

None.

RECOMMENDATION

Adopt Resolution No. 9334 - **RESOLUTION HONORING BILL LAGRONE, CHIEF OF POLICE, CITY OF ORIVLLE, ON HIS RETIREMENT**

ATTACHMENTS:

Resolution No. 9334

City of Oroville**Resolution No. 9334****Resolution Honoring Bill LaGrone, Chief of Police, City of Oroville, on His Retirement**

WHEREAS, Bill LaGrone has dedicated over two decades of exemplary service to the City of Oroville, demonstrating steadfast commitment, leadership, and professionalism in serving and protecting the community; and

WHEREAS, Bill LaGrone began his career with the City of Oroville on August 13, 2002, bringing with him a passion for public service and a commitment to excellence; and

WHEREAS, his diligence and dedication to duty earned him a promotion to Sergeant on March 14, 2005, and further to Lieutenant on March 15, 2010; and

WHEREAS, Bill LaGrone accepted the role of Interim Police Chief on July 1, 2010, and shortly thereafter, on November 2, 2010, was appointed as the permanent Police Chief, a position he held with distinction; and

WHEREAS, on July 16, 2013, he demonstrated his adaptability and leadership by assuming the additional responsibilities of Interim Fire Chief alongside his role as Police Chief, culminating in his appointment as Director of Public Safety (overseeing both Police and Fire departments) on October 15, 2013; and

WHEREAS, on July 16, 2019, Bill LaGrone was appointed as City Administrator, where he worked tirelessly to ensure the smooth and effective operation of the City's government while continuing to serve in various capacities to meet the City's needs; and

WHEREAS, on June 14, 2022, in addition to his City Administrator responsibilities, he reassumed the duties of Police Chief, once again demonstrating his unwavering commitment to public safety; and

WHEREAS, on February 27, 2023, he returned to the role of Police Chief, dedicating himself fully to the position and continuing to lead the Oroville Police Department with integrity and purpose; and

WHEREAS, Bill's passion and creativity led to numerous initiatives that have significantly helped the City (Municipal Law Enforcement program, City Works, Measure U); and

WHEREAS, Bill's sense of humor and wit were a trademark of his style; and

WHEREAS, after more than 22 years of dedicated service to the City of Oroville, Bill LaGrone will retire on December 31, 2024, leaving behind a legacy of professionalism, innovation, and commitment to the betterment of the community he so faithfully served.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Oroville does hereby express its deep appreciation and gratitude to Bill LaGrone for his outstanding contributions to the City and extends its warmest congratulations and best wishes for a well-deserved retirement filled with happiness and fulfillment.

PASSED AND ADOPTED this 17th day of December 2024.

AYES:

NOES:

ABSENT:

ABSTAINED:

FORM APPROVED AS TO:

David Ritchie, Assistant City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: KAYLA REASTER, ASSISTANT CITY CLERK/ELECTIONS OFFICIAL

**RE: RESOLUTION CANVASSING AND DECLARING THE RESULTS OF
THE STATEWIDE GENERAL ELECTION HELD ON NOVEMBER 5,
2024**

DATE: DECEMBER 17, 2024

SUMMARY

The City of Oroville conducted a General Municipal Election on November 5, 2024, in conjunction with the Statewide General Election. This election was held in accordance with the California Elections Code and the applicable provisions for municipal elections. The purpose of this election was to fill three seats on the City Council. Certified Election Results are shown in "Exhibit A".

DISCUSSION

The County Election Department managed the canvassing of the election results, and the certified results have been provided to the City. The election was properly noticed, and all legal requirements for its conduct were met. Voting precincts were established, and election officers were appointed as required by law.

The certified results, included as Exhibit "A" to the resolution, declare the following individuals as elected members of the Oroville City Council:

- Scott Thomson, City Council Member
- Janet Goodson, City Council Member
- Chuck Reynolds, City Council Member

Upon adoption of this resolution, the City Council will formally accept the certified results and declare the listed individuals as elected. The City Clerk will then be directed to attest to the adoption of the resolution.

FISCAL IMPACT

There is no significant fiscal impact associated with the adoption of this resolution.

ACTION REQUESTED –

ADOPT RESOLUTION NO. 9332 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION HELD ON NOVEMBER 5, 2024, CANVASSING AND DECLARING THE RESULTS AND SUCH MATTERS AS PROVIDED BY LAW, AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

Exhibit A – Certified Election Results
Resolution No. 9332



Keaton Denlay | County Clerk-Recorder

Hall of Records | Elections Division

155 Nelson Avenue, Oroville, CA 95965-3411

Tel: 530-552-3400 | Toll Free in Butte County: 1-800-894-7761 | Fax: 530-538-6853

December 3, 2024

Kayla Reaster
Oroville Assistant City Clerk/
Elections Official
1755 Montgomery Street
Oroville, CA 95965

Dear Kayla,

Enclosed you will find a copy of the Official November 5, 2024 Presidential General Election Certification and Statement of Votes Cast.

If you have any questions or need further information, please contact the Butte County Elections Division at 552-3400 option 1.

Sincerely,

Keaton Denlay
Butte County Clerk-Recorder/Registrar of Voters

HELP AMERICA VOTE ACT OF 2002 CERTIFICATION OF ELECTIONS OFFICIAL

STATE OF CALIFORNIA

COUNTY OF Butte

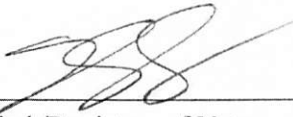
SS.

Pursuant to the statewide voter registration list requirements set forth in the Help America Vote Act of 2002 ((HAVA) 52 U.S.C. § 21083),

I, Keaton Denlay, County Clerk/Registrar of Voters for the County of Butte, State of California, hereby certify that I complied with all provisions of Chapter 2 of Division 7 of Title 2 of the California Code of Regulations for the Federal election held on the 5th day of November 2024, in the County of Butte, State of California and all elections consolidated therewith.

I hereby set my hand and official seal this 3rd day of December, 2024, at the County of Butte





County Clerk/Registrar of Voters
County of Butte
State of California

HAVA Certification of Elections Official
(11/2024)

**CERTIFICATION OF
COUNTY CLERK/REGISTRAR OF VOTERS OF THE
RESULTS OF THE CANVASS
OF THE NOVEMBER 5, 2024,
GENERAL ELECTION**

STATE OF CALIFORNIA

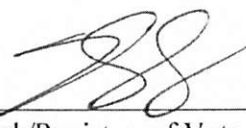
COUNTY OF Butte

SS.

I, Keaton Denlay, County Clerk/Registrar of Voters of County
of Butte, do hereby certify that, in pursuance of the provisions of Elections Code
section 15300, et seq., I did canvass the results of the votes cast in the General Election held in said
County on November 5, 2024, for measures and contests that were submitted to the vote of the voters,
and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 3rd day of December, 2024, at the
County of Butte





County Clerk/Registrar of Voters
County of Butte
State of California

Canvass Certification of Elections Official
(11/2024)

Election Summary Report

General Election

Butte

November 05, 2024

Official Results

Precincts Reported: 132 of 132 (100.00%)

Voters Cast: 96,106 of 123,338 (77.92%)

President and Vice President (Vote for 1)

Precincts Reported: 132 of 132 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		2	92,092	4,012	96,106 / 123,338	77.92%
Candidate	Party	Live	VBM	Provisional	Total	
DONALD J. TRUMP	REP	1	45,115	2,063	47,179	
CLAUDIA DE LA CRUZ	PF	0	317	12	329	
KAMALA D. HARRIS	DEM	1	42,424	1,803	44,228	
ROBERT F. KENNEDY JR.	AI	0	1,532	58	1,590	
CHASE OLIVER	LIB	0	495	10	505	
JILL STEIN	GRN	0	656	36	692	
Total Votes		2	90,571	3,983	94,556	
		Live	VBM	Provisional	Total	
Peter Sonski	WRITE-IN	0	32	1	33	
Unresolved Write-In		0	0	0	0	

United States Senator (Vote for 1)

Precincts Reported: 132 of 132 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		2	92,092	4,012	96,106 / 123,338	77.92%
Candidate	Party	Live	VBM	Provisional	Total	
STEVE GARVEY	REP	1	47,301	1,890	49,192	
ADAM B. SCHIFF	DEM	1	40,663	1,753	42,417	
Total Votes		2	87,964	3,643	91,609	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

United States Senator, Partial Term (Vote for 1)

Precincts Reported: 132 of 132 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		2	92,092	4,012	96,106 / 123,338	77.92%
Candidate	Party	Live	VBM	Provisional	Total	
STEVE GARVEY	REP	1	46,183	1,851	48,035	
ADAM B. SCHIFF	DEM	1	39,802	1,681	41,484	
Total Votes		2	85,985	3,532	89,519	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

U.S. Representative 1st District (Vote for 1)

Precincts Reported: 132 of 132 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		2	92,092	4,012	96,106 / 123,338	77.92%
Candidate	Party	Live	VBM	Provisional	Total	
DOUG LAMALFA	REP	1	49,059	1,919	50,979	
ROSE PENELOPE YEE	DEM	1	39,963	1,765	41,729	
Total Votes		2	89,022	3,684	92,708	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

State Senator 1st District (Vote for 1)

Precincts Reported: 132 of 132 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		2	92,092	4,012	96,106 / 123,338	77.92%
Candidate	Party	Live	VBM	Provisional	Total	
MEGAN DAHLE	REP	1	56,730	2,452	59,183	
DAVID FENNELL	REP	1	15,154	834	15,989	
Total Votes		2	71,884	3,286	75,172	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Member State Assembly 3rd District (Vote for 1)

Precincts Reported: 132 of 132 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		2	92,092	4,012	96,106 / 123,338	77.92%
Candidate	Party	Live	VBM	Provisional	Total	
JAMIE "JAMES" GALLAGHER	REP	2	51,706	2,083	53,791	
AARON DRAPER	DEM	0	35,727	1,515	37,242	
Total Votes		2	87,433	3,598	91,033	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Butte County Board of Education Board Member TA 5 (Vote for 1)

Precincts Reported: 28 of 28 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	11,465	459	11,924 / 16,508	72.23%
Candidate	Party	Live	VBM	Provisional	Total	
JULIAN DIAZ		0	4,262	172	4,434	
BRENDA JOYCE MCLAUGHLIN		0	4,188	164	4,352	
Total Votes		0	8,450	336	8,786	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Chico Unified School Board Member TA 2 (Vote for 1)

Precincts Reported: 10 of 10 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	11,553	385	11,938 / 14,921	80.01%
Candidate	Party	Live	VBM	Provisional	Total	
JAMES BISHOP		0	4,182	128	4,310	
GAYLE M. OLSEN		0	5,967	180	6,147	
Total Votes		0	10,149	308	10,457	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Chico Unified School Board Member TA 3 (Vote for 1)

Precincts Reported: 12 of 12 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	7,925	707	8,632 / 11,108	77.71%
Candidate	Party	Live	VBM	Provisional	Total	
TEISHA HASE		0	4,621	385	5,006	
MICHELE COOPER		0	2,060	151	2,211	
Total Votes		0	6,681	536	7,217	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Durham Unified School Board Member (Vote for 3)

Precincts Reported: 4 of 4 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	2,854	56	2,910 / 3,470	83.86%
Candidate	Party	Live	VBM	Provisional	Total	
DAVID K. LOUDERMILK		0	1,094	17	1,111	
GARRETT MEYER		0	1,170	13	1,183	
ED MCLAUGHLIN		0	1,218	17	1,235	
ANDREW SOHNREY		0	1,735	28	1,763	
Total Votes		0	5,217	75	5,292	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Marysville Jt Unified TA 4 School Board Member (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	240	4	244 / 316	77.22%
Candidate	Party	Live	VBM	Provisional	Total	
DOUG CRIDDLE		0	102	1	103	
TRISH VEGA		0	67	2	69	
Total Votes		0	169	3	172	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Paradise Unified School Board Member (Vote for 3)

Precincts Reported: 9 of 9 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	10,243	368	10,611 / 13,005	81.59%
Candidate	Party	Live	VBM	Provisional	Total	
SUSAN J. DAVIS		0	4,951	136	5,087	
MELISSA A. CRICK		0	4,923	121	5,044	
ZACK CONNELL		0	3,117	121	3,238	
EMILY S. VAIL		0	4,729	97	4,826	
Total Votes		0	17,720	475	18,195	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Oroville Union School Board Member TA 1 (Vote for 1)

Precincts Reported: 17 of 17 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	4,137	139	4,276 / 5,894	72.55%
Candidate	Party	Live	VBM	Provisional	Total	
CORRINE TAYLOR		0	992	42	1,034	
RACHEL MARTINEZ		0	873	33	906	
RAY SEHORN		0	1,180	22	1,202	
Total Votes		0	3,045	97	3,142	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Oroville Union School Board Member TA 3 (Vote for 1)

Precincts Reported: 7 of 7 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	3,223	178	3,401 / 5,201	65.39%
Candidate	Party	Live	VBM	Provisional	Total	
JENNIFER LOPEZ		0	521	28	549	
ADELIA DIAZ		0	885	47	932	
MARIA WEBBER		0	1,105	54	1,159	
Total Votes		0	2,511	129	2,640	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Oroville City Elementary School Board Member TA 5 (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	2,926	71	2,997 / 3,713	80.72%
Candidate	Party	Live	VBM	Provisional	Total	
JESSICA ANTHONY		0	492	15	507	
BETH PARMENTIER		0	1,140	17	1,157	
GAVIN R. NESMITH		0	718	22	740	
Total Votes		0	2,350	54	2,404	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Biggs City Council Member (Vote for 2)

Precincts Reported: 1 of 1 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	693	31	724 / 955	75.81%
Candidate	Party	Live	VBM	Provisional	Total	
MICHAEL BUCK		0	266	16	282	
ANITA WILKS		0	405	15	420	
JEROME SQUIRES		0	245	7	252	
Total Votes		0	916	38	954	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Chico City Council DIST 1 (Vote for 1)

Precincts Reported: 6 of 6 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	7,726	208	7,934 / 9,592	82.71%
Candidate	Party	Live	VBM	Provisional	Total	
MIKE JOHNSON		0	3,187	91	3,278	
MICHAEL O'BRIEN		0	3,864	75	3,939	
Total Votes		0	7,051	166	7,217	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Chico City Council DIST 3 (Vote for 1)

Precincts Reported: 7 of 7 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	7,375	181	7,556 / 9,370	80.64%
Candidate	Party	Live	VBM	Provisional	Total	
MONICA MCDANIEL		0	3,301	64	3,365	
DALE BENNETT		0	3,375	83	3,458	
Total Votes		0	6,676	147	6,823	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Chico City Council DIST 5 (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	3,051	898	3,949 / 5,331	74.08%
Candidate	Party	Live	VBM	Provisional	Total	
MELISSA LOPEZ-MORA		0	784	325	1,109	
KATIE HAWLEY		0	1,891	366	2,257	
Total Votes		0	2,675	691	3,366	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Chico City Council DIST 7 (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	5,902	329	6,231 / 8,251	75.52%
Candidate	Party	Live	VBM	Provisional	Total	
DEEPIKA TANDON		0	2,223	155	2,378	
BRYCE GOLDSTEIN		0	3,241	118	3,359	
Total Votes		0	5,464	273	5,737	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Gridley City Council Member (Vote for 3)

Precincts Reported: 2 of 2 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	2,372	89	2,461 / 3,515	70.01%
Candidate	Party	Live	VBM	Provisional	Total	
MICHAEL W. FARR		0	1,209	30	1,239	
J ANGEL CALDERON		0	1,118	27	1,145	
RAYMOND BORGES		0	991	27	1,018	
CATALINA SANCHEZ		0	1,107	36	1,143	
Total Votes		0	4,425	120	4,545	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Oroville City Council DIST C (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	1,149	55	1,204 / 1,697	70.95%
Candidate	Party	Live	VBM	Provisional	Total	
LINDA DRAPER		0	318	9	327	
RICKY GABRIEL JR.		0	367	15	382	
CHUCK REYNOLDS		0	382	20	402	
Total Votes		0	1,067	44	1,111	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Oroville City Council DIST D (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	1,438	41	1,479 / 1,945	76.04%
Candidate	Party	Live	VBM	Provisional	Total	
SCOTT THOMSON		0	711	19	730	
BRYAN WILLIAMS		0	540	10	550	
Total Votes		0	1,251	29	1,280	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Oroville City Council DIST E (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	769	41	810 / 1,423	56.92%
Candidate	Party	Live	VBM	Provisional	Total	
JANET GOODSON		0	380	15	395	
LEVI KNISS		0	329	22	351	
Total Votes		0	709	37	746	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Paradise Town Council Member (Vote for 3)

Precincts Reported: 4 of 4 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	5,698	224	5,922 / 6,968	84.99%
Candidate	Party	Live	VBM	Provisional	Total	
HEIDI LANGE		0	3,303	91	3,394	
STEVE "WOODY" CULLETON		0	2,878	90	2,968	
COLLEEN CORNERS		0	2,277	60	2,337	
GREG BOLIN		0	2,598	54	2,652	
Total Votes		0	11,056	295	11,351	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Feather River Recreation & Park Director (Vote for 3)

Precincts Reported: 50 of 50 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	19,639	769	20,408 / 28,492	71.63%
Candidate	Party	Live	VBM	Provisional	Total	
DEVIN B. THOMAS		0	7,729	200	7,929	
SHANNON DELONG		0	7,760	179	7,939	
MICHELLE HUFFMAN		0	7,523	343	7,866	
SONNY BRANDT		0	7,690	146	7,836	
Total Votes		0	30,702	868	31,570	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

South Feather Water And Power Director Division 2 (Vote for 1)

Precincts Reported: 16 of 16 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	9,870	296	10,166 / 13,337	76.22%
Candidate	Party	Live	VBM	Provisional	Total	
SAL RODRIGUEZ		0	4,149	119	4,268	
RICK WULBERN		0	4,168	110	4,278	
Total Votes		0	8,317	229	8,546	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

PROPOSITION 2 School Facilities Bonds (Vote for 1)

Precincts Reported: 132 of 132 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		2	92,092	4,012	96,106 / 123,338	77.92%
Candidate	Party	Live	VBM	Provisional	Total	
Yes		1	47,046	2,457	49,504	
No		1	39,927	1,129	41,057	
Total Votes		2	86,973	3,586	90,561	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

PROPOSITION 3 Right to Marriage (Vote for 1)

Precincts Reported: 132 of 132 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		2	92,092	4,012	96,106 / 123,338	77.92%
Candidate	Party	Live	VBM	Provisional	Total	
Yes		0	48,887	2,353	51,240	
No		2	38,455	1,296	39,753	
Total Votes		2	87,342	3,649	90,993	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

PROPOSITION 4 Safe Drinking Water, Wildfire Prevention, Drought Preparedness and Clean Air Bonds (Vote for 1)

Precincts Reported: 132 of 132 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		2	92,092	4,012	96,106 / 123,338	77.92%
Candidate	Party	Live	VBM	Provisional	Total	
Yes		0	46,469	2,654	49,123	
No		2	41,257	953	42,212	
Total Votes		2	87,726	3,607	91,335	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

PROPOSITION 5 Affordable Housing and Public Infrastructure Bonds (Vote for 1)

Precincts Reported: 132 of 132 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		2	92,092	4,012	96,106 / 123,338	77.92%
Candidate	Party	Live	VBM	Provisional	Total	
Yes		0	33,192	2,093	35,285	
No		2	53,413	1,457	54,872	
Total Votes		2	86,605	3,550	90,157	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

PROPOSITION 6 Involuntary Servitude (Vote for 1)

Precincts Reported: 132 of 132 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		2	92,092	4,012	96,106 / 123,338	77.92%
Candidate	Party	Live	VBM	Provisional	Total	
Yes		0	33,086	1,702	34,788	
No		2	52,318	1,794	54,114	
Total Votes		2	85,404	3,496	88,902	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

PROPOSITION 32 Raises Minimum Wage Initiative (Vote for 1)

Precincts Reported: 132 of 132 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		2	92,092	4,012	96,106 / 123,338	77.92%
Candidate	Party	Live	VBM	Provisional	Total	
Yes		0	32,680	2,017	34,697	
No		2	55,436	1,650	57,088	
Total Votes		2	88,116	3,667	91,785	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

PROPOSITION 33 Rent Control Initiative (Vote for 1)

Precincts Reported: 132 of 132 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		2	92,092	4,012	96,106 / 123,338	77.92%
Candidate	Party	Live	VBM	Provisional	Total	
Yes		0	30,620	1,775	32,395	
No		2	55,969	1,746	57,717	
Total Votes		2	86,589	3,521	90,112	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

PROPOSITION 34 Restricts Spending by Health Care Providers Initiative (Vote for 1)

Precincts Reported: 132 of 132 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		2	92,092	4,012	96,106 / 123,338	77.92%
Candidate	Party	Live	VBM	Provisional	Total	
Yes		0	43,181	1,889	45,070	
No		2	39,555	1,498	41,055	
Total Votes		2	82,736	3,387	86,125	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

PROPOSITION 35 Permanent Funding for Medi-Cal Initiative (Vote for 1)

Precincts Reported: 132 of 132 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		2	92,092	4,012	96,106 / 123,338	77.92%
Candidate	Party	Live	VBM	Provisional	Total	
Yes		0	60,085	2,536	62,621	
No		2	26,138	965	27,105	
Total Votes		2	86,223	3,501	89,726	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

PROPOSITION 36 Increases Sentences for Drug and Theft Crimes Initiative (Vote for 1)

Precincts Reported: 132 of 132 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		2	92,092	4,012	96,106 / 123,338	77.92%
Candidate	Party	Live	VBM	Provisional	Total	
Yes		2	62,419	2,070	64,491	
No		0	24,473	1,478	25,951	
Total Votes		2	86,892	3,548	90,442	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Measure H: Butte County Services Measure (Vote for 1)

Precincts Reported: 132 of 132 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		2	92,092	4,012	96,106 / 123,338	77.92%
Candidate	Party	Live	VBM	Provisional	Total	
Yes		0	58,351	2,633	60,984	
No		2	28,288	807	29,097	
Total Votes		2	86,639	3,440	90,081	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Measure J: City of Oroville Treasurer Position Appointment vs. Elected (Vote for 1)

Precincts Reported: 20 of 20 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	5,983	318	6,301 / 9,379	67.18%
Candidate	Party	Live	VBM	Provisional	Total	
Yes		0	1,460	76	1,536	
No		0	3,908	173	4,081	
Total Votes		0	5,368	249	5,617	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Measure K: City of Oroville Compensation Amendment for Council Members & Mayor (Vote for 1)

Precincts Reported: 20 of 20 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	5,983	318	6,301 / 9,379	67.18%
Candidate	Party	Live	VBM	Provisional	Total	
Yes		0	1,654	98	1,752	
No		0	3,491	137	3,628	
Total Votes		0	5,145	235	5,380	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Measure L: City of Oroville Repeal Charter Articles (Vote for 1)

Precincts Reported: 20 of 20 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	5,983	318	6,301 / 9,379	67.18%
Candidate	Party	Live	VBM	Provisional	Total	
Yes		0	2,256	111	2,367	
No		0	2,648	118	2,766	
Total Votes		0	4,904	229	5,133	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Measure M: City of Oroville Charter Language Changes (Vote for 1)

Precincts Reported: 20 of 20 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	5,983	318	6,301 / 9,379	67.18%
Candidate	Party	Live	VBM	Provisional	Total	
Yes		0	2,698	113	2,811	
No		0	2,281	115	2,396	
Total Votes		0	4,979	228	5,207	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Measure N: City of Oroville Low Income Housing Project (Vote for 1)

Precincts Reported: 20 of 20 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	5,983	318	6,301 / 9,379	67.18%
Candidate	Party	Live	VBM	Provisional	Total	
Yes		0	3,153	157	3,310	
No		0	2,245	96	2,341	
Total Votes		0	5,398	253	5,651	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Measure A: Biggs Unified School District Improvement Measure (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	1,549	45	1,594 / 2,020	78.91%
Candidate	Party	Live	VBM	Provisional	Total	
Bonds - Yes		0	847	28	875	
Bonds - No		0	658	9	667	
Total Votes		0	1,505	37	1,542	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Measure B: Durham Unified School Bond (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	2,854	56	2,910 / 3,470	83.86%
Candidate	Party	Live	VBM	Provisional	Total	
Bonds - Yes		0	1,467	33	1,500	
Bonds - No		0	1,087	16	1,103	
Total Votes		0	2,554	49	2,603	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Measure C: Chico Unified School Bond (Vote for 1)

Precincts Reported: 59 of 59 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		2	53,078	2,623	55,703 / 69,761	79.85%
Candidate	Party	Live	VBM	Provisional	Total	
Bonds - Yes		1	31,213	1,737	32,951	
Bonds - No		1	18,330	516	18,847	
Total Votes		2	49,543	2,253	51,798	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Measure D: Thermalito Union Elementary School Bond (Vote for 1)

Precincts Reported: 14 of 14 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	3,892	202	4,094 / 6,155	66.52%
Candidate	Party	Live	VBM	Provisional	Total	
Bonds - Yes		0	1,990	127	2,117	
Bonds - No		0	1,574	39	1,613	
Total Votes		0	3,564	166	3,730	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Measure E: Oroville City Elementary School Bond (Vote for 1)

Precincts Reported: 26 of 26 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	11,359	414	11,773 / 16,112	73.07%
Candidate	Party	Live	VBM	Provisional	Total	
Bonds - Yes		0	5,530	222	5,752	
Bonds - No		0	4,834	116	4,950	
Total Votes		0	10,364	338	10,702	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

Measure G: Paradise Unified School Bond (Vote for 1)

Precincts Reported: 9 of 9 (100.00%)

		Live	VBM	Provisional	Total	
Times Cast		0	10,243	368	10,611 / 13,005	81.59%
Candidate	Party	Live	VBM	Provisional	Total	
Bonds - Yes		0	4,248	182	4,430	
Bonds - No		0	4,990	134	5,124	
Total Votes		0	9,238	316	9,554	
		Live	VBM	Provisional	Total	
Unresolved Write-In		0	0	0	0	

**CITY OF OROVILLE
RESOLUTION NO. 9332**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION HELD ON NOVEMBER 5, 2024, CANVASSING AND DECLARING THE RESULTS AND SUCH MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election consolidated with the Statewide General Election was held and conducted in the City of Oroville, California, on Tuesday, November 5, 2024, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; voting precincts were properly established; election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections; and

WHEREAS, the County Election Department canvassed the returns of the election and has certified the results to this City Council. The results are received, attached and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oroville, does resolve, declare, determine and order as follows:

Section 1. The election results set forth in Exhibit A are accepted, the following officers are declared elected:

- 1) Scott Thomson, City Council Member
- 2) Janet Goodson, City Council Member
- 3) Chuck Reynolds, City Council Member

Section 4. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on December 17, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

FORM APPROVED AS TO:

Dave Ritchie, Assistant City Attorney

David Pittman, Mayor

ATTESTED BY:

Kayla Reaster, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS
FROM: BRIAN RING, CITY ADIMINISTRATOR
RE: ELECTED OFFICIALS GUIDING PRINCIPLES HANDBOOK
DATE: DECEMBER 17, 2024

SUMMARY

Council will consider adoption of Elected Official Guiding Principles handbook.

DISCUSSION

Staff were directed to develop a document that would be used by the City Council to provide framework and standards to promote ethical and responsible governance. City officials are expected to demonstrate the highest standards of personal integrity, honesty and conduct in all activities to inspire public confidence and trust. This handbook is not intended to be the end all be all for Council Members to refer to for every situation they may encounter. It is intended to provide some general guidance and framework.

The handbook was introduced for input at the December 3, 2024 City council meeting.

FISCAL IMPACT

None

ACTION REQUESTED

Adopt Elected Officials Guiding Principles handbook.

ATTACHMENTS

Guiding Principles Handbook.

City of Oroville City Council Guiding Principles Handbook

Introduction

The purpose of this handbook is to establish a set of core principles that will guide the actions and decisions of elected officials. The handbook is intended to promote ethical and responsible governance, ensure compliance with the Ralph M. Brown Act, and provide a framework for effective decision-making that benefit the residents of Oroville.

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1. Role of the City Council and Oath of Office
2. General Policies and Expectations
3. Behavior and Etiquette
4. Brown Act Compliance
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7. Conflict of Interest
8. Transparency and Ethics
9. Staff Interactions
10. Consequences for Non-Compliance
11. Amendments and Updates

1. Role of the City Council

The City Council is responsible for governing the City of Oroville by establishing policies, passing ordinances, and making decisions on behalf of the public. Council members represent the community and are tasked with ensuring that the City government operates effectively, ethically, and in the best interests of residents.

2. General Policies and Expectations

- **Accountability:** Council members should take responsibility for their actions and decisions and be transparent in their communication with the public and City staff.
- **Respect:** Council members should maintain respectful communication with each other, City staff, and members of the public, even in situations of disagreement.
- **Professionalism:** The Council is expected to conduct itself with professionalism and integrity at all times, adhering to the ethical standards set forth in local and state law.
- **Collaboration:** Cooperation and teamwork are critical in decision-making processes to achieve the best outcomes for the city.

3. Behavior and Etiquette

- **Respect for Others:** Council members should be courteous and respectful during all official proceedings and interactions. Disparaging comments, personal attacks, or abusive language are strictly prohibited.
- **Active Listening:** Council members should listen attentively to each speaker during meetings and avoid side conversations, interruptions, or distractions.
- **Civil Discourse:** All discussions should remain focused on the issue at hand, with an emphasis on solving problems constructively. Personal opinions should be expressed respectfully, and Council members should avoid inflammatory or accusatory language.
- **Time Management:** To respect everyone's time, Council members should be prepared for meetings by reviewing agendas and documents in advance, ensuring meetings run efficiently.
- **Public Communication:** When representing the City of Oroville, Council members should maintain a tone of professionalism and diplomacy.
- **Staff Interactions:** Understand that Department leadership take direction from a majority of the Council. Council Members should not give individual members of department leadership (or any employees) direction nor take up excessive staff

time that takes away from staff implementing the wishes of the Council (refer further to section 9).

4. Brown Act Compliance

The Ralph M. Brown Act ("Brown Act") governs open meetings for local government bodies to ensure transparency in decision-making. The Oroville City Council is committed to complying fully with the Brown Act to maintain public trust.

- **Public Meetings:** All Council meetings must be open to the public, except for closed sessions as permitted under specific conditions outlined in the Brown Act. Some committees and subcommittees are also subject to the Brown Act. Advisory committees composed solely of members of the legislative body that are less than a quorum of the legislative body are not subject to the Brown Act unless it's a committee created by formal action that covers continuing subject matters. Ad hoc committee's containing less than a quorum of the legislative body that are for a limited duration are not likely subject to the Brown Act. Committees with less than a quorum of the legislative body that also include members of the public or staff, are subject to Brown Act.
- **Agenda Posting:** Meeting agendas must be posted 72 hours before regular meetings and 24 hours before special meetings, outlining all items to be discussed or acted upon. No action can be taken on items not listed on the agenda.
- **Quorum and Serial Meetings:** Council members must avoid engaging in discussions impacting City business with each other outside of publicly noticed meetings where a quorum (majority of Council) could be present. Serial meetings, a series of private meetings where a majority of the Council commit to voting a certain way, are prohibited.
- **Public Participation:** The public must be given the opportunity to address the Council during open meetings. Time limits for public comments may be imposed to ensure orderly proceedings, but the public's right to participate must be respected.
- **Closed Sessions:** Closed sessions are allowed only for specific issues such as litigation, personnel matters, or real estate negotiations. Decisions made in closed sessions must be reported during the open session when required. Discussions that happen during closed session are confidential and must not be shared.

5. Meeting Protocols

- **Chairing Meetings:** The Mayor (or the Vice Mayor if Mayor is unavailable) will preside over meetings and ensure that the proceedings are orderly. Council members should respect the authority of the presiding officer and adhere to the established meeting procedures.
- **Motions and Voting:** Council members may introduce motions on any item listed on the agenda. A second is required for a motion to be considered. If multiple motions are made, voting shall take place according to Rosenberg's Rules of Order. Voting is conducted openly, and the results are recorded in the meeting minutes.
- **Public Hearings:** For matters requiring public hearings, adequate notice must be provided to the community. All testimony, both written and verbal, must be taken into account before any final decision is made.
- **Engagement with the public during meetings** must be limited to agendized items. Interest in a topic raised by a member of the public during public comments should be discussed at a later meeting after having the topic agendized appropriately.

6. Public Participation

- **Public Input:** The Council encourages residents to participate in the decision-making process by attending meetings and providing input on agenda items. Public comment is permitted on both agenda and non-agenda items.
- **Written Comments:** Members of the public may submit written comments to the City Clerk prior to meetings, which will be distributed to the Council and included in the record.
- **Decorum:** Members of the public are expected to conduct themselves respectfully during meetings. Disruptive behavior, including shouting or personal attacks, may result in removal from the meeting.

7. Conflict of Interest

Council members must adhere to all conflict-of-interest laws and disclose any personal, financial, or other interests that could affect their impartiality in decision-making. Council members must recuse themselves from participating in discussions or votes where a conflict of interest exists.

8. Transparency and Ethics

- **Transparency:** Council members must conduct City business in a manner that is open and transparent to the public. This includes full disclosure of any pertinent information that may affect decision-making.
- **Ethical Conduct (Assembly Bill 1234):** Council members must follow ethical standards in all interactions, avoiding any appearance of impropriety or undue influence. Acceptance of gifts, favors, or other incentives that could sway official decisions is strictly prohibited as would be any promise for future gifts, favors, or incentives

9. Staff Interactions

The City Council as a body sets the policy and direction through the budget process and official actions taken by the Council. City staff are tasked with implementing that direction. While staff should provide Council members with data and information when requested, individual Council members need to understand their larger role as setting policy and shall not give individual direction to staff.

In order to respect the busy schedules of City staff, Council Members shall schedule meetings in advance (ideally 24 hours' notice) with Staff (with notification to the City Administrator), should there be a desire to meet with them. To promote transparency, Council members should report out on conversations that take place with Staff during Council Announcements and Reports at City Council meetings.

10. Consequences for Non-Compliance

Failure to comply with these policies and the Brown Act can result in legal action, personal liability, sanctions, or censor by the Council. Violations of decorum or ethical standards can lead to censure or removal from Council committees.

This handbook is intended to be self-enforcing. Council members who repeatedly do not follow proper conduct outlined in the Elected Officials Guiding Principles Handbook may be formally censured by the Council or lose committee assignments. Individual Council members should point out to the offending Council member perceived infractions. If the offenses continue, the matter should be referred to the Mayor in private (unless the Mayors actions are being questioned, then the matter should be referred to the Vice Mayor). It would be up to the Mayor (or Vice Mayor) to initiate any actions. If no actions are taken, then the matter can be brought forward to the full Council.

Council members who do not sign an acknowledgement that they have read and understand the Elected Officials Guiding Principles Handbook, shall be ineligible for committee assignments.

11. Amendments and Updates

This handbook will be reviewed and updated periodically to ensure compliance with changes in law and to reflect the evolving needs of the City of Oroville. Amendments must be approved by a majority vote of the City Council.

I affirm that I have read and understand the City of Oroville Elected Official Guiding Principles Handbook.

Signature

Date



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMEBERS

FROM: AMY BERGSTRAND, DIRECTOR BUSINESS ASSISTANCE/HOUSING DEVELOPMENT

RE: REQUEST TO OPERATE BUSINESS OUT OF RESIDENCE

DATE: DECEMBER 17, 2024

SUMMARY

The City Council may consider allowing Josiah Roe, who resides at 17 Westwood Way, to operate a business out of his residence.

DISCUSSION

Mr. Roe obtained a City of Oroville First Time Home Buyer Loan in 2015. The loan agreement includes provisions that City Council approval is required if the borrower would like to conduct business from the residence. Mr. Roe would like to start a Minn Kota (small electric boat motor used for fishing at slow speeds) repair business servicing the City and surrounding area. Mr. Roe states in his request that the business should not have an impact on local traffic, and he will ensure compliance with all City laws, regulations, and standards. Mr. Roe has already begun the process of applying for a business license but had to put the process on hold pending Council approval of his request.

FISCAL IMPACT

There is no general fund impact.

RECOMMENDATION

Approve Mr. Roe's request to operate a Minn Kota repair business from his home.

ATTACHMENTS

Letter of Request

Josiah Roe
17 Westwood Way
Oroville CA, 95966
Josiah_Roe@yahoo.com
530-403-6106

City Council
Oroville City Hall
1735 Montgomery Street
Oroville CA, 95965

Dear Members of the City Council,

I hope this letter finds you well. I am writing to request permission to start a small business from my home at 17 Westwood Way Oroville CA 95966, where I plan to provide repairs for Minn Kota products, catering to local boaters and fishermen. This business would not involve the use of heavy machinery, or generate significant traffic in the area, ensuring minimal disruption to the neighborhood.

As a member of the local boating and fishing community, I believe this service would be a valuable asset to our area. By offering specialized Minn Kota product repair services, I would provide an accessible and convenient solution for individuals who rely on their boats for recreation or livelihood, without requiring them to travel long distances for repairs.

I understand the importance of maintaining a peaceful and residential environment, and I assure you that the nature of this business will be low-impact. I will adhere to all necessary zoning laws and regulations to ensure that my operations are compliant with city standards.

I would greatly appreciate this opportunity and am happy to provide any additional information or meet with the council in person or over the phone to address any questions or concerns. Thank you for your time and consideration.

Sincerely,

Josiah Roe

A handwritten signature in cursive script, appearing to read "Josiah Roe", written in dark ink.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, BUSINESS ASSISTANCE AND HOUSING
DEVELOPMENT DIRECTOR**

**ALYSSA STUTZ, ASSISTANT PUBLIC WORKS DIRECTOR-CITY
ENGINEER**

**RE: CONTRACT WITH AMERICAN ENGINEERING FOR RIGHT OF WAY
ACQUISITION AND PRELIMINARY ENGINEERING DESIGN FOR
STREET AND DRAINAGE IMPROVEMENTS IN SOUTHSIDE**

DATE: DECEMBER 17, 2024

SUMMARY

The Council may consider accepting the proposal from American Engineering and consider approving a professional services agreement for the Real Estate Acquisition and Preliminary Engineering Design for street and drainage improvements in Southside.

DISCUSSION

At the Council meeting on July 16, 2024, the City Council directed staff to apply for 2024 Community Development Block Grant (CDBG) Planning and Technical Assistance funds in the amount of \$164,486 to complete Real Estate Acquisition and Preliminary Engineering Design for Southside. The CDBG grant would be supplemented with \$43,755.80 in Local Early Area Planning (LEAP) grant funding and \$60,000 from Drainage Impact Fee funds.

On October 31, 2024, the City of Oroville Public Works Department released a Request for Proposal for Real Estate Acquisitions and Preliminary Engineering Design for Southside. The final product would detail the process to acquire right-of-way in Southside and complete 30% engineering plans, specifications, and an estimate for the design of a comprehensive drainage system and roadway enhancement project in South Oroville.

On October 31, 2024, a Request for Proposals (RFP) was published and posted on Public Purchase, in the Oroville Mercury Register and on the City's website. All proposals were due on November 28, 2024.

The City received one (1) proposal from American Engineering in the amount of \$223,860 to complete real estate acquisition and preliminary engineering. Staff is recommending the City enter into a Professional Services Agreement with American Engineering to complete the Scope of Work associated with the RFP.

FISCAL IMPACT

There is no general fund impact. If the grant is awarded, staff will return to council to establish a budget for this project. This project would appropriate \$60,000 of Drainage Impact Fee funds, in which the current balance is \$1,724,953.65.

RECOMMENDATION

Adopt Res. No. 9331 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO ACCEPT THE PROPOSAL AND ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN ENGINEERING, FOR RIGHT OF WAY ACQUISITIONS AND PRELIMINARY ENGINEERING DESIGN FOR STREET AND DRAINAGE IMPROVEMENTS IN SOUTHSIDE IN THE AMOUNT NOT TO EXCEED \$232,860. IF GRANT FUNDS ARE AWARDED. IF GRAND FUNDS ARE NOT AWARDED, THE LEAP FUNDS AND DRAINAGE IMPACT FEE FUNDS WOULD STILL BE USED TOWARD RIGHT OF WAY AND DRAINAGE IMPROVEMENT DESIGN.

ATTACHMENTS

1. Resolution No. 9331
2. Project Contract No. 3527 with Attachments
3. Bid Documents
4. Bid Opening Summary

CITY OF OROVILLE
RESOLUTION NO. 9331

Item 5.

(Agreement 3527)

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO ACCEPT THE PROPOSAL AND ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN ENGINEERING, FOR RIGHT OF WAY ACQUISITIONS AND PRELIMINARY ENGINEERING DESIGN FOR STREET AND DRAINAGE IMPROVEMENTS IN SOUTHSIDE IN THE AMOUNT NOT TO EXCEED \$232,860. IF GRANT FUNDS ARE AWARDED. IF GRAND FUNDS ARE NOT AWARDED, THE LEAP FUNDS AND DRAINAGE IMPACT FEE FUNDS WOULD STILL BE USED TOWARD RIGHT OF WAY AND DRAINAGE IMPROVEMENT DESIGN.

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

1. The Mayor is hereby authorized and directed to accept and enter into a Professional Services Agreement with American Engineering, Inc. for right of way acquisitions and preliminary engineering design for street and drainage improvements in Southside in the amount not to exceed \$232,860. .
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on December 17, 2024, by the following vote:

AYES: 13

NOES: 14

ABSTAIN: 15

ABSENT: 16

17

18 David Pittman, Mayor

19

APPROVED AS TO FORM: 20

ATTEST:

21

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk

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CITY OF OROVILLE
 AGREEMENT FOR PROFESSIONAL SERVICES
 Agreement 3527

This Agreement is made on this 17 th day of December 2024, 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 **American Engineering, Inc., 140 Yellowstone Dr., Ste. 110, Chico CA 95973** (hereinafter referred to as the “CONTRACTOR”).

RECITALS

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CITY conducted an RFP issued on October 31, 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, 2028, unless extended in writing in advance by both parties.

3. TIME OF PERFORMANCE.

The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed 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 \$223,860 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 the presentation of an invoice to the CITY for services performed to the CITY the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY. Compensation may be limited in the event the City is not awarded the CDBG grant.

5. CONTRACT ADMINISTRATION.

5.1. The CITY’s Representative. Unless otherwise designated in writing, Alyssa Stutz, City Engineer, 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, Chris Duffey, Principal Engineer 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 in its entirety for convenience after providing the other party 30 days written notice in advance. Any or all finished or unfinished deliverables prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the property of the CITY.

6.2. Termination for Cause. If either Party materially defaults in the performance of any of its duties or obligations under this Agreement, the Party in default either (1) must substantially cure the default within thirty (30) days after written notice is given to the defaulting Party specifying the default; or (2) with respect to those defaults which cannot reasonably be cured within thirty (30) days, must commence curing said default within thirty (30) days, proceed with all due diligence, and substantially cure the default within ninety (90) days. If the defaulting party is unable to do so, the Party not in default may, by giving written notice of termination to the defaulting Party, terminate this Agreement as of a date specified in the notice of termination (the "Termination Date"), such Termination Date being subsequent to the date of the notice of termination.

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 damage 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.

This section is applicable to all Contracts and Subcontracts.

- 1) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- 2) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all Subcontracts to perform work under the Contract.
- 3) The Contractor shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program or Project.
- 4) Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6. Sample Language: The contractor shall affirm that no person on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Housing and Community Development Act. Furthermore, the Contractor shall not discriminate in any way on the basis of age or on the basis of disability.

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. By executing this Agreement, CONTRACTOR confirms and asserts that A) they shall be responsible to direct their own work and are free from CITY control in the precise manner and details of how the work is carried out; B) that the work performed by CONTRACTOR is understood to be outside the scope of the usual course of business carried out by the CITY; and C) that CONTRACTOR is customarily engaged in an independently established trade, occupation, or business of the same nature of that performed for the CITY.

If CONTRACTOR, at any time comes to believe that they are an employee and not an independent contractor, CONTRACTOR shall immediately notify the CITY of such belief. All work to be performed by CONTRACTOR under this Agreement shall be immediately suspended. Contractor agrees to indemnify and hold harmless the Company from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, provided that such claims arise out of or are based upon the Contractor's designation as an independent contractor and not as an employee of the Company. Contractor waives any right to recover from the Company any expenses or losses, including but not limited to those arising from claims that Contractor was misclassified as an independent contractor unless such indemnification is prohibited by law. In the event CONTRACTOR notifies CITY of a purported misclassification, the CITY may elect to immediately terminate this Agreement.

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 of Oroville,
 1735 Montgomery Street,
 Oroville, California, 95965
 Attention: Brian Ring, City Administrator

CONTRACTOR:
 American Engineering
 140 Yellowstone Dr., Suite 110
 Chico, CA 95973
 (530) 809-1315
 Attention: Chris Duffey, Principal Engineer

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. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended.

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

1. A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any non-exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

19. FEDERAL LOBBYING RESTRICTIONS

United States Code §1352, Title 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal-aid contract, the making of any federal grant or loan, or the entering into of any cooperative agreement. If any funds other than federal funds have been paid for the same purposes in connection with this federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents. A certification for federal-aid contracts regarding payment of funds to lobby Congress

or a federal agency is included in the proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the proposal. Signing the proposal shall constitute signature of the Certification. The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer. The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes: 1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or 2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or 3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

20. DRUG-FREE WORKPLACE

Contractor, by signing this agreement, hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. This requirement is applicable to all Contracts and Subcontracts of \$100,000 or more.

21. 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.

22. RIGHTS TO INVENTIONS.

If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements". Patent Rights. The CITY is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. CITY is the owner of any invention or discovery that is produced during the time of this contract and related to the project. At any time during the term of this Agreement, at the request of County, CONTRACTOR and/or sub-contractor shall deliver to CITY all inventions, findings, writings, records, and information created or maintained pursuant to this Agreement. The term "writings" includes, but is not limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, Photostatting, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, electronic files or combinations thereof.

Copyrights and rights in data.

This section is applicable to all Contracts and Subcontracts

(a) Definitions. As used in this clause—

- a. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does

not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

- b. “Unlimited rights” means the rights of the GRANTEE to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

23. DEBARMENT AND SUSPENSION.

A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (XXX), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” XXX Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

24. FEDERAL LOBBYING RESTRICTIONS.

United States Code §1352, Title 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal-aid contract, the making of any federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than federal funds have been paid for the same purposes in connection with this federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for federal-aid contracts regarding payment of funds to lobby Congress or a federal agency is included in the proposal. Standard Form - LLL, “Disclosure of Lobbying Activities,” with instructions for completion of the Standard Form is also included in the proposal. Signing the proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The CONTRACTOR, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the CONTRACTOR, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- 1) A cumulative increase if \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- 2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- 3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

25. CHILD SUPPORT COMPLIANCE ACT

CONTRACTOR acknowledges and agrees to the following:

The CONTRACTOR 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 Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

The CONTRACTOR, to the best of their 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.

26. REPORTS

Quarterly Reports. No later than ten (10) days after the end of each Quarter, CONTRACTOR shall submit the following quarterly reports on forms approved by the CITY:

(a) Performance Reports. A report on the summary of the Program Services and activities undertaken by CONTRACTOR under this Agreement for the previous Quarter ("Performance Report"). The Performance Report shall, at a minimum, describe the status of the operation of the Program with respect to each Program Service required to be performed and met during that Quarter, progress toward achieving the Program-Specific Performance Measurements identified in the Program Performance Measurement Plan, costs incurred, funds remaining, a narrative explanation of problems, delays, or adverse conditions which impaired the ability of CONTRACTOR to meet any obligations if any were not met, favorable developments which enabled CONTRACTOR to satisfy obligations and meet objectives sooner or at less cost than anticipated or producing more beneficial results than planned, and any additional pertinent information related to contract performance.

(b) Client Characteristics. A report on the number of clients served through the Program in the previous Quarter and on the characteristics of those clients with respect to gender, race, ethnicity, age, and family income, and any other basis for determining eligibility for participation in the Program.

(c) Program Income. A report on the program income generated for the Quarter, if any. The report shall include a description of the expenditures of program income and a progress report for the activities funded by the program income if CONTRACTOR is permitted to retain program income.

(d) Other Reports. In addition to the reports referenced in this section, CONTRACTOR shall, at such times and in such forms as required by HCD, prepare and submit to the grantee, such other reports concerning the performance of the Program Services, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement and compliance with CDBG Requirements, as grantee may reasonably require from time to time.

27. RECORDKEEPING REQUIREMENTS.

Selected CONTRACTOR will keep adequate records and supporting documentation, which concern or reflect its services rendered under this agreement. Records subject to the provisions of California or local public records laws must be kept in accordance those laws, rules, or regulations. All records and documentation will be retained by selected firm until the CITY has advised that records are no longer required to be stored. The CITY or any duly authorized agents or representatives of the CITY has the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the post-agreement period noted above; provided, however such activity will be conducted only during normal business hours. Upon completion of or termination of this agreement, the selected firm may transfer, at no cost, to the CITY all public records in possession of the selected CONTRACTOR related to the completion of the services rendered under this Agreement and shall destroy duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

28. 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.

29. 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.

30. 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 17th day of December 2024.

CONTRACTOR:

APPROVED AS TO FORM:

Chris Duffey, Principal Engineer

Scott Huber, City Attorney

CITY OF OROVILLE:

Brian Ring, City Administrator

Agreement No. 3528



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: JESS DARNELL, ASSISTANT CHIEF OF POLICE

RE: EXPENDITURE FOR LABORATORY ANALYSIS AND TESTING OF EVIDENCE

DATE: DECEMBER 17, 2024

SUMMARY

The Council shall consider authorizing the payment to Exponent Inc, for laboratory testing and analysis of evidence, in an amount not to exceed \$29,120.00.

DISCUSSION

Earlier this year a Police Department investigation required outside laboratory services for testing and analysis of evidence. The laboratory services were necessary to thoroughly investigate the case. The necessary services were not provided by the California Department of Justice. The analysis and testing are very specialized and expensive. The case is an active investigation.

Due to the cost of these services, it requires council authorization for payment.

FISCAL IMPACT

To be paid from outside service budget of the Police Department

RECOMMENDATION

It is recommended that the City Council approve the payment to Exponent Inc, in an amount not to exceed \$29,120.00.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

**FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR,
WES ERVIN, CITY PLANNER**

**RE: REASSIGNMENT OF EXISTING LEASE AT 250 AIRPORT
BOULEVARD TO PACIFIC GAS AND ELECTRIC.**

DATE: DECEMBER 17, 2024

SUMMARY

The City Council will consider reassigning the existing lease at 250 Airport Boulevard from Oroville Industrial Holdings LLC to PG&E for industrial purposes.

DISCUSSION

The existing vacant 55,000 square foot building at 250 Airport Parkway sits on 11 acres on Airport property across the street from Graphic Packaging. The facility is completely outside the fence and does not need to be airport related.

Oroville Industrial Holdings purchased the building in 2021 from Air Filtration, which had a 55-year ground lease until 2054. Oroville Industrial Holdings obtained a new lease assignment and paid off the entire existing lease in advance @ \$1.00 per acre per year (= \$11.00 per year for 32 years, or \$352.00). Pacific Gas and Electric (PG&E) has now agreed to purchase the property. They will use the building to expand and improve its existing operations. Activities will include staging and warehousing for fire related work, expanding the existing Veatch Street Service Center, and enhancing regional service and maintenance capabilities.

A successful lease assignment requires evidence that the new operation will benefit the city economically. This project will do so, including:

1. The property must be used solely for commercial purposes, which will increase job opportunities in the Oroville area¹. *The building has been vacant for several years and would now be occupied by an active*

¹ Section 1.C of the original Air Filtration ground lease of 2 March 1999.

commercial/industrial use. New jobs may not initially be created, but existing employees will be transferred into the area. The new purchases, housing demand, school enrollment, fuel purchases, etc. will create a positive economic impact at the Airport and in town.

2. The use must be in conformance with a Certificate of Occupancy to be issued before PG&E moves in.² *Upon occupancy, Planning, Building, Fire, and Engineering will review and inspect to confirm that the facility is properly zoned, safe to occupy, and can handle the proposed uses.*

The property is Zoned ABP (Airport Business Park), and the proposed use is appropriate. If manufacturing or any new structures are ever contemplated, a Use Permit would be triggered in that zone.

As a final note, PG&E has requested expedited processing of the lease assignment before the end of 2024 but has also suggested several changes to the existing lease terms. Two changes which staff recommend accepting include limiting lease increases to 25% over the life of the lease and allowing PG&E to be self-insured. Otherwise, if PG&E considers any of the current lease terms to conflict with the Public Utility Commission's regulatory requirements, staff will in good faith renegotiate a new lease to resolve any issues. Any new agreement will be brought to the Council for approval.

FISCAL IMPACT

None. The assignment does not require any fees or exactions. The ground lease has been prepaid until 2054.

ACTION REQUESTED -

Staff recommends the following actions:

Approve the lease assignment to PG&E; and

Authorize the Mayor to sign the appropriate documents assigning the lease to PG&E

ATTACHMENTS

1999 Ground Lease with Air Filtration

Consent to Assignment and Mortgage of Leasehold Interest

PG&E proposed uses for the site.

LEASE AGREEMENT BETWEEN THE CITY OF OROVILLE
AND
AIR FILTRATION COMPANY, INC., A CALIFORNIA CORPORATION

RECITALS

- WHEREAS, the unemployment rate in the Oroville area has reached a rate approximately double the average unemployment rate experienced in the State of California; and
- WHEREAS, it is a policy of the CITY OF OROVILLE to take all reasonable steps to create employment opportunities within the Oroville area, thereby lessening the unemployment rate; and
- WHEREAS, the CITY OF OROVILLE and the OROVILLE REDEVELOPMENT AGENCY have invested and are investing large sums of money to make real property in the Oroville area suitable for development; and
- WHEREAS, this lease to AIR FILTRATION COMPANY, INC. by the CITY OF OROVILLE will increase employment opportunities within the Oroville area; and
- WHEREAS, it is in the best interests of the citizens of the CITY OF OROVILLE that the CITY OF OROVILLE enter into this Lease with AIR FILTRATION COMPANY, INC. :

GROUNDLEASE

AIR FILTRATION COMPANY, INC., (hereafter, LESSEE) and the CITY OF OROVILLE, a municipal corporation (hereafter, LESSOR), do hereby contract, covenant and agree as follows, to wit:

1. LESSOR does hereby lease unto LESSEE those certain lands in the Oroville Airport Commercial Park in the vicinity of Challenger Avenue and Larkin Road, consisting of approximately 11 acres, more or less, and more particularly described in Exhibit "A" attached hereto and, by this reference, incorporated herein.

A. GENERAL

Except as expressly provided to the contrary in this Lease, references to "premises" is to the described land plus any described appurtenances, exclusive of any improvements (defined in Paragraph 4 hereof) now or hereafter located on the premises, notwithstanding that any such improvements may be construed as affixed to and as constituting part of said described land, and without regard to whether ownership of the improvements is in the LESSOR or the LESSEE.

B. LEGAL DESCRIPTION.

The legal description of the premises, including all appurtenances, is set forth in Exhibit "A" attached to this Lease.

C. USE.

LESSEE shall use the premises and improvements solely for the purpose of constructing, maintaining, and utilizing a building for a commercial purpose which will increase job opportunities in the Oroville area (the "business"). LESSEE shall not change the use without first obtaining the written consent of LESSOR. LESSEE shall use its best efforts to use and permit use of the premises and improvements for purposes permitted by this paragraph, which in LESSEE's reasonable opinion will maximize the number of job opportunities. LESSEE shall not use and shall not permit or suffer the premises or any portion of the improvements to be used in any manner which would violate the provisions of any certificate of occupancy issued with respect to any of the improvements, or any other license, permit or other governmental authorization which is required for the lawful use or occupancy of all or any portion of the premises or the improvements, or for any immoral purpose or any purpose which in LESSOR's reasonable judgment would be prejudicial to the reputation of LESSOR or the premises, or confuse or mislead the public as to the relationship between LESSOR and LESSEE. If any license, permit or other governmental authorization is required for the lawful use or occupancy of any portion of the premises, LESSEE shall procure and maintain the same throughout the term of this Lease.

2. BASIC OR FIXED RENT:

LESSEE covenants and agrees to pay to LESSOR at the address herein mentioned or at such other place or places as LESSOR shall from time to time designate in writing, for and throughout each lease year of this Lease, without demand or deduction of any nature whatsoever, except as in this Lease otherwise specifically provided, a net annual rental, as follows:

ONE DOLLAR PER ACRE PER YEAR.

3. TERM OF LEASE.

A. Initial Term

The initial term of this Lease shall be for fifty-five (55) years, from and after the date of execution hereof.

B. Options to Extend Initial Term and Extended Terms

LESSEE shall have the exclusive option to extend the Initial Term of all the provisions contained in this Lease, except for the net annual rental, for a ten (10) year period following expiration of the initial term, and, provided LESSEE exercises the option to extend the Initial Term as herein provided, three (3) additional options to extend this Lease for an additional ten (10) year extended term. LESSEE shall exercise each option to extend by giving notice of exercise of each option to LESSOR at least six (6) months, but not more than one (1) year, before the expiration of the initial term or the preceding extended term, as the case may be;

LESSEE shall have no other right to extend the term of this Lease beyond the expiration of the fourth extended term as herein provided.

4. LEASE CONDITIONAL UPON IMPROVEMENTS.

A. It is expressly understood and agreed by the parties hereto as a condition of this Lease that LESSEE at LESSEE's sole cost and expense shall obtain all necessary permits for and construct or cause to be constructed on the demised premises in accordance with all applicable building codes and regulations, a building or buildings containing a minimum of Fifty Thousand (50,000) square feet, as described and specified on Exhibit "B" attached hereto and by this reference incorporated herein. Said project shall be completed and certificates of occupancy for same obtained as described in Exhibit "B", unless otherwise prevented by force majeure, and, if not so completed, this Lease shall automatically terminate and all improvements shall become the property of LESSOR.

1. The paving of all parking areas shall be completed not later than twenty-four (24) months after the issuance of the certificate of occupancy.
2. All crossings of the adjacent ditch shall be paved a minimum of thirty-five (35) feet from the middle of the drainage ditch before an occupancy permit will be issued.
3. Sidewalks identified in the development plans will be installed not later than twenty-four (24) months after the issuance of the certificate of occupancy. Sidewalks will only be required to match building frontage. Any fencing or capping of the adjoining drainage ditch shall be responsibility of LESSOR.
4. The only landscaping that shall be required along Larkin Road shall be Sycamore trees planted forty (40) feet on center to match the length of any building improvements installed during the initial term or any extended term of this Lease. Shade requirements shall be met from a variety of trees planted in the parking area planters to be situated in the front of the building.
5. Tree plantings, as well as lawns and shrubbery around the office, shall be completed, weather permitting, within 6 months after the occupancy permit is issued.
6. The planting of shrubs and the placing of mulch on the front side of the building easterly of the office will be completed within twelve (12) months of the issuance of the occupancy permit.

B. The duty to maintain first class condition.

Throughout the term, LESSEE shall, at LESSEE's sole cost and expense, maintain the premises and all improvements in first class condition and repair (as defined herein), subject to ordinary wear and tear, and in material compliance with (a) all applicable laws, permits, licenses and other governmental authorizations, rules, ordinances, orders or decrees and regulations now or hereinafter enacted, issued, or promulgated by federal, state, county, municipal and other governmental agencies, bodies and courts having or claiming jurisdiction, and all their respective departments, bureaus, and officials ("laws"); (b) rules, orders, regulations, and requirements now or hereinafter enacted, issued or promulgated by the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction, and all insurance companies insuring all or any

provided, however, that if LESSEE is in default on the date of giving an option notice, the option notice shall be totally ineffective, or if LESSEE is in default on the date the extended term is to commence, the extended term shall not commence and the Lease shall expire at the end of the initial term or the preceding extended term. If LESSEE fails to exercise any option to extend as herein provided, this Lease shall expire at the end of the initial term or the preceding extended term.

The parties shall have thirty (30) days after LESSOR receives the option notice to extend the initial term or to extend an extended term within which to agree on minimum monthly rent for the extended term. If the parties agree on minimum monthly rent for the extended term during that period, they shall immediately execute an Amendment to this Lease stating the minimum rent.

If the parties are unable to agree on the minimum monthly rent for the extended term within said thirty (30) day period, then within ten (10) days after expiration of said period each party, at its cost and by giving notice to the other party, shall appoint a real estate appraiser with at least five (5) years full-time commercial appraisal experience in the area in which the premises are located to appraise and set the minimum monthly rent for the extended term period. If a party does not appoint an appraiser within the ten (10) day period after the other party has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set the minimum monthly rent for the extended term. If the two appraisers are appointed by the parties as stated in this paragraph, they shall meet promptly and attempt to set the minimum monthly rent for the extended term. If they are unable to agree within thirty (30) days after the second appraiser has been appointed, they shall attempt to elect a third appraiser meeting the qualifications stated in this paragraph within ten (10) days after the last day the two appraisers are given to set the minimum monthly rent. If they are unable to agree on the third appraiser, either of the parties to this Lease by giving ten (10) days notice to the other party can apply to the presiding Judge of the Superior Court of Butte County for the selection of a third appraiser who meets the qualifications stated in this paragraph. Each of the parties shall bear one-half of the costs of appointing the third appraiser and of paying the third appraiser's fee. The third appraiser, however selected, shall be a person who has not previously acted in any capacity for either party.

Within thirty (30) days after the selection of the third appraiser, a majority of the appraisers shall set the minimum monthly rent for the extended term. If a majority of the appraisers are unable to set the minimum monthly rent within the stipulated period of time, the three appraisals shall be added together and their total divided by three; the resulting quotient shall be the minimum monthly rent for the premises during the extended term.

In making their appraisals as stated in this paragraph, each appraiser shall consider the fair rental value of the land only and shall exclude the value of any buildings or structures on said land and shall base their appraisals upon the then current market conditions of like property located within a five mile radius of the demised premises.

After the minimum monthly rent for the extended term or the successive extended term has been set, the appraiser(s) shall immediately notify the parties. If LESSEE objects to the minimum monthly rent that has been set, LESSEE shall have the right to have this Lease expire at the end of the then current term, or extended term, provided LESSEE pays all the costs in connection with the appraisal procedure that set the minimum monthly rent. LESSEE's election to allow this Lease to expire at the end of the then current term or extended term must be exercised within (10) days after receipt of notice from the appraiser(s) of the minimum monthly rent for the extended term. If LESSEE does not exercise its election within the ten (10) day period, the term of this Lease shall be extended as set forth in this sub-section B.

part of the premises or improvements, or both (the "insurance requirements").

LESSEE shall promptly and diligently repair, restore, alter, add to, remove, and replace, as required, the premises and all improvements to maintain or comply as above, or to remedy all damage to or destruction of all or any part of the improvements. Any repair, restoration, alteration, addition, removal, maintenance, replacement, and other act of compliance under this paragraph 5 (hereinafter collectively referred to as "restoration") shall be completed by LESSEE whether or not funds are available from insurance proceeds, condemnation proceeds, or sub-tenants contributions. The restoration shall satisfy the requirements of any sub-lease then in effect for the premises or improvements with respect thereto, or, if no sub-lease is then in effect, shall be repaired or restored to the building standard shell condition existing immediately prior to the date of such damage or destruction.

If during the last five (5) years of the initial term a casualty occurs for which insurance is not required under this Lease and which causes damages in excess of one-half (1/2) of the then fair market value of the improvements, then LESSEE may elect to terminate this Lease.

Nothing in this provision defining the duty of maintenance shall be construed as limiting any right given elsewhere in this Lease to alter, modify, demolish, remove, or replace any improvement. No deprivation, impairment, or limitation of use resulting from any event or work contemplated by this paragraph shall entitle LESSEE to any abatement, deduction, diminution, offset or reduction in rent nor to any termination or extension of the term except as herein provided.

- (a) **FIRST CLASS CONDITION** defined: "First class condition and repair" means restoration which is necessary to keep the premises and improvements in efficient and attractive condition, at least substantially equal in quality to the condition which exists on the date of this Lease and similar to that maintained by managers of similar businesses, and in accordance with LESSEE's duty under this Lease to maximize job opportunities. The LESSOR and LESSEE do not intend by the immediately preceding sentence that a property item is not in first class condition and repair merely because of ordinary and reasonable wear and tear that does not materially reduce the attractiveness or utility of the item. LESSEE's obligation to maintain the premises and all improvements in first class condition and repair also requires that LESSEE employ LESSEE's good faith efforts consistent in LESSEE's reasonable judgment with reasonable and prudent business practices to cause the business to be operated in a manner that will provide a substantial number of job opportunities.

LESSEE understands and agrees that in order to (i) operate the business in a first class manner, (ii) maintain the premises and improvements in a first class condition and repair, and (iii) provide up to date facilities in first class order, consideration of and the performance of periodic major restoration of the improvements and all operations therein is necessary. Therefore, LESSEE shall submit to LESSOR prior to the expiration of the fifteenth (15th) calendar year and each fifteen (15) years thereafter during the term a plan for major restoration of the improvements. If any such restoration is not then required in LESSEE's

reasonable business judgment, LESSEE shall not submit such a plan, but shall state to LESSOR the reasons why such work is not required, which statement shall be in form and substance reasonably satisfactory to LESSOR. The plan (which shall be subject to the further provisions of sub-paragraph d herein) shall provide for commencement of work within six (6) months after the required submittal date. LESSOR shall not unreasonably withhold its consent to any submitted plan, and LESSEE agrees to prepare and submit a new plan within thirty (30) days of rejection of a plan by LESSOR. After approval of a plan by LESSOR, LESSEE shall promptly secure all necessary permits, licenses and other approvals for the work and shall commence construction, and, thereafter, shall diligently prosecute the same to completion as provided in the plan and in accordance with this Lease.

- (b) Contest by Lessee. Upon prior written notice to LESSOR, LESSEE has the right to contest by appropriate judicial or administrative proceedings, without cost or expense to LESSOR, as LESSOR, the validity or application of any laws requiring LESSEE to repair, maintain, alter or replace the improvements in whole or in part, and LESSEE shall not be in default for failing to do such work until a reasonable time following final determination of LESSEE's contest; provided, however, such right shall not abridge, minimize, or otherwise modify any other applicable provision of this Lease, which provision is to remain in full force and effect. If LESSEE gives notice of contest, LESSEE shall first furnish LESSOR with security therefor in an amount satisfactory to LESSOR, or with a bond satisfactory to LESSOR in form, amount and insurer, guaranteeing compliance by LESSEE with the contested laws and indemnifying LESSOR against all liability and expenses that LESSOR may sustain or incur by reason of LESSEE's failure or delay in complying with the laws. This paragraph shall not apply to any right LESSEE may have or hereafter acquire to obtain compensation from any governmental entity under applicable California or Federal law.
- (c) Minor construction. LESSOR's approval is not required for LESSEE's minor restoration. "Minor" means an expenditure for restoration which does not exceed fifty thousand (50,000.00) dollars ("minor amount"). The minor amount shall be increased or decreased proportionately to any increase or decrease in the consumer price index for all items - U. S. average ("CPI"), as published by the United States Department of Labor, Bureau of Labor Statistics. The increase or decrease in the minor amount shall be determined by multiplying the sum of \$50,000 by a fraction, the numerator of which is the adjustment index (as hereinafter defined) and the denominator of which is the base index (as hereinafter defined). The term "base index" as used in this Lease is the CPI figure of the date of this Lease. The term "adjustment index" as used in this Lease shall be the CPI figure closest to the date on which the restoration is scheduled to commence, as such figure is recorded in the United States Department of Labor's most comprehensive official index then in use and most nearly similar and corresponding to the base index. If the adjustment index is calculated from a base different from the base used herein for the base index, the base index used for calculating the

new minor amount shall first be converted to correspond to the adjustment index under a formula supplied by the Department of Labor. If the United States Department of Labor shall discontinue publication of the base index, in that event a consumer price index of the same type and character shall be determined and published by another department of the United States Government, then the index most nearly similar to the base index shall be used for the computation contemplated herein. In the absence of any such official consumer price index published by a United States governmental agency, then the most nearly similar index published by a responsible private organization shall be used. "Major" means all other restoration. Restoration costs shall include the actual cost to tenant for any demolition and any removal of existing improvements or parts of improvements as well as for preparation, construction and completion of all improvements or parts of improvements.

- (d) Major construction. Before any major construction is commenced on the premises or improvements, including without limitation the delivery of any building materials to the premises in connection with such work and the entering into and the commencement of work under any contract covering both off-site and on-site work ("major work of improvement"), LESSEE shall comply with all the following conditions:

- (1) Plans and specifications. LESSEE shall deliver and assign to LESSOR for LESSOR's approval and use two (2) sets of preliminary construction plans and specifications prepared by an architect or engineer licensed to practice as such in the State of California. Said plans and specifications shall provide for the construction of all improvements within the exterior property lines of the premises; provided, however, that work beyond premises required by the laws, or work on utilities serving the premises or affected by the contemplated construction, work on access areas, and work required by conditional use requirements will not violate this provision. With the plans and specifications, LESSEE shall deliver to LESSOR the certificate of the person(s) who prepared the plans and specifications, acknowledging and accepting assignment of the plans and specifications to and their use by LESSOR, and certifying that LESSEE has fully paid for them or waiving payment, and waiving any right to a lien for preparing them, and otherwise acceptable to LESSOR in its sole and arbitrary discretion.
- (2) LESSOR's consent required. Lessor shall not unreasonably disapprove preliminary plans and specifications. Approval or disapproval shall be communicated in the manner provided for notices, and disapproval shall be accompanied by specification of the grounds for dis-approval, provided that LESSOR's failure to disapprove within thirty (30) days after receipt by LESSOR shall be conclusively considered to be approval by LESSOR. Following

LESSOR's first or any subsequent disapproval, LESSEE may elect to (a) submit revised plans and specifications, or (b) give notice contesting the reasonableness of LESSOR's disapproval. If the reasonableness of LESSOR's disapproval is sustained by a court of competent jurisdiction, LESSEE shall perform as in (a) above; if it is not sustained, the plans and specifications shall be considered approved. Disapproval and election to submit revised plans and specifications shall extend the time to commence and complete construction by the longer of (a) thirty (30) days, or (b) the period of time attributable to resolution of any dispute over the reasonableness of LESSOR's disapproval of the plans and specifications.

- (3) Final working plans and specifications. LESSEE shall prepare final working plans and specifications substantially conforming to the preliminary plans previously approved by LESSOR, submit them to the appropriate governmental agencies (including, where necessary LESSOR) for approval, and deliver and assign to LESSOR for LESSOR's approval and use one complete set as approved by the governmental agencies. Changes from the preliminary plans shall be considered to be within the scope of the preliminary plans if they are not substantial or if they are made to comply with suggestions, requests or requirements of a governmental agency or official in connection with the application for permit or approval, and if they do not diminish substantially in size, utility or value the improvements as the same then exist or are contemplated in the preliminary plans and specifications previously approved by LESSOR. With the plans and specifications, LESSEE shall deliver to LESSOR the certificate of the person(s) who prepared the plans and specifications, acknowledging and accepting the assignment of the plans and specifications to and their use by LESSOR, and certifying that LESSEE has fully paid for them or waiving payment, and waiving any right to a lien for preparing them, and otherwise acceptable to LESSOR in its sole and arbitrary discretion.
- (4) Notice of commencement of construction. LESSEE shall notify LESSOR of LESSEE's intention to commence any major work of improvement at least ten (10) days before commencement of any such work. The notice shall specify the approximate location and nature of the intended work. LESSOR shall have the right to post and maintain on the premises any notices of non-responsibility provided for under applicable law, and to inspect the premises or improvements in relation to such work at all reasonable times.
- (5) General contractor, funds to complete. All major construction shall be performed by a general contractor holding a valid license to act as such, issued by the State of California. In the event LESSEE contracts with a general contractor other than Modern Steel

Structures, Inc., LESSEE shall furnish LESSOR with a true copy of LESSEE's contract with the general contractor, together with evidence of the general contractor's financial condition and evidence that LESSEE has sufficient funds committed to complete construction. LESSEE shall also pay for and obtain performance and completion bonds and labor and material payment bonds in the amount of the contract, naming LESSOR as assured. The general contractor shall (i) give LESSOR the right but not the obligation to assume LESSEE's obligations and rights under that contract if LESSEE should default under the contract or this Lease; and (ii) provide that LESSOR, its agents and representatives may enter the premises or improvements at any reasonable time thereafter to cause completion of the construction. LESSEE shall assign to LESSOR for its use, the general contract and all of said bonds, and LESSEE shall deliver to LESSOR an acknowledgment and acceptance by the general contractor and issuer of the bonds to the assignment to LESSOR, said acknowledgment and acceptance to be in such form as LESSOR may reasonably require. LESSOR may disapprove LESSEE's contract with the general contractor or the general contractor's financial condition by giving written notice thereof to LESSEE. The notice shall specify the grounds for disapproval. LESSOR shall not unreasonably disapprove and shall be considered to have approved in the absence of notice of disapproval given within thirty (30) days after LESSEE furnishes the contract and evidence specified above.

- (6) Compliance with laws. LESSEE shall procure, and upon prior request of LESSOR, deliver to LESSOR at LESSEE's expense, without limitation, all permits, licenses and other governmental authorization.
- (7) Insurance required. LESSEE shall deliver to LESSOR (a) certificates of course of construction insurance, (b) evidence of Workers' Compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against LESSOR or any of the premises or LESSOR's interest in the premises, the improvements and this Lease or any of them or against LESSEE, the improvements and the leasehold estate of LESSEE, and (c) evidence that LESSEE has paid or caused to be paid all premiums for the coverage described above in this paragraph and any increase in premiums on insurance provided for in Article 8, sufficient to assure maintenance of all insurance required under this Lease during the anticipated course of the work. LESSEE shall maintain keep in force, and pay all premiums required to maintain and keep in force all insurance required under this paragraph 4(d)(7) at all times during which such work is in progress.

- (e) No warranties. LESSOR makes no covenants or warranties respecting the condition of the soil or subsoil or any other condition of the premises or improvements, or any plans and specifications previously approved by LESSOR at the commencement of this Lease, or approved by LESSOR under this Lease. Each assignment of plans, specifications, general contract, and bonds shall provide that LESSOR shall not include any liability thereunder by reasons of such assignment.

5. Ownership of improvements and personalty.

A. Ownership of improvements during lease term.

Title to improvements existing on the premises at the commencement date of this Lease and of all improvements constructed on the premises pursuant to the terms of this Lease shall be owned and may be depreciated for income tax purposes by LESSEE, until expiration of the term or sooner termination of this Lease; provided, however, LESSOR disclaims any warranty of title or any representation or warranty that depreciation may be available to LESSEE.

B. Ownership of improvements at termination.

All improvements on the premises at the expiration of the term or sooner termination of this Lease shall, without compensation to LESSEE, then automatically and without any act of LESSEE or any third party become LESSOR's property.

C. Trade Fixtures.

Any property which may be removed by a subtenant pursuant to a sublease approved by LESSOR under Article 13 may be removed by such subtenant when permitted thereunder, subject to all the terms of the sublease including without limitation repair of damage caused by such removal. Excluding the property described in the preceding sentence, LESSEE agrees that the following items are real property or, if personalty, shall be treated as real property for purposes of this Article 5:

all machines, equipment, material, appliances and fixtures now or hereafter installed or placed by LESSEE on the premises for generation and distribution of air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or air-conditioning purposes, or for sanitary or drainage purposes, or for the exclusion of vermin, or insects, or for the removal of dust, refuse or garbage, and including all awnings, window shades, drapery rods and brackets, screens, floor coverings, incinerators, carpeting, and all furniture and fixtures used in the operation of the buildings and other improvements, together with all additions to, substitutions for, changes in or replacements of the whole or any or all of said articles of property.

D. Real estate covenant, security interest.

LESSOR and LESSEE covenant and agree that all the improvements shall at all times be and remain real property, notwithstanding LESSEE's ownership of the improvements.

6. Leasehold financing; sale of leasehold by Lessee.

A. Lessee's right to mortgage leasehold.

LESSEE shall have the right to subject its leasehold estate or the improvements to any mortgage, sale or assignment.

B. Assignment.

The financial stability and managerial and operational ability of LESSEE are substantial and material considerations to LESSOR in its agreement to enter into this Lease. LESSEE understands and acknowledges that a transfer of the premises, improvements, or all or any part of this leasehold, or a change in the entity operating and managing the premises or improvements may significantly and materially alter and reduce LESSOR's security for payment of the rent and other obligations of this Lease. Therefore, in order to induce LESSOR to enter into this Lease, LESSEE agrees that any transfer (as hereinafter defined), whether voluntarily, involuntarily, or by operation of law, without the prior written consent of LESSOR, which consent shall not be unreasonably be withheld, shall be null and void and an event of default. As used herein, the term "transfer" includes (i) the sale, conveyance or other transfer of the premises, improvements or LESSEE's interest in this Lease or any part thereof or any interest therein, (ii) the divestiture of all or part of LESSEE's title thereto or interest therein, (iii) the sale, conveyance, or other transfer of an aggregate of 50% or more of the stock in LESSEE if LESSEE is a corporation, or any partnership interest in LESSEE if LESSEE is a partnership, (iv) the mortgage, pledge or other hypothecation of an aggregate of 50% or more of the stock or partnership interest in LESSEE, (v) the merger or consolidation of an aggregate of 50% or more of the stock in LESSEE into another corporation or the reorganization of LESSEE if LESSEE is a corporation and (vi) any agreement of LESSEE, of any stockholder, officer or director of LESSEE if LESSEE is a corporation, or of any partner if LESSEE is a partnership, to do any of the foregoing. Any voluntary act which causes a transfer described in clauses (iii), or (vi) shall not be deemed a transfer; provided, however, that LESSOR may elect to accept any new stockholder or partner of LESSEE or waive its right to elect.

LESSOR shall give LESSEE notice of its election within thirty (30) days after being notified of the event giving rise to LESSOR's election. LESSOR's failure to make such election timely shall be deemed the election of LESSOR to waive its right to elect. Any transfer in accordance with Article 6, or any transfer (whether to a person with respect to whom consent to transfer is hereafter given or otherwise) shall be subject to this Lease, and, upon request of LESSOR, any transferee shall assume by a recordable instrument delivered to and satisfactory to LESSOR all obligations hereunder and agree to be bound by all provisions herein. Such assumption shall not, however, release LESSEE from any liability hereunder. Consent to one such transfer or transfer in accordance with paragraph 6-B shall not be deemed a waiver of the right to acquire consent to future or successive transfers. LESSEE

shall give written notice to LESSOR within thirty (30) days of each transfer, whether or not LESSOR's consent thereto is required, or such an event is not an event of default.

7. Liability insurance:

LESSEE agrees to pay all required premiums for and to keep in effect at all times during the term of this Lease, and to provide LESSOR with a certificate of, a policy or policies of insurance, reflecting minimum coverages as follows: \$2,000,000 combined single limit.

Said insurance is to be written on an "occurrence" basis and LESSEE agrees to name LESSOR co-insured under said policy or policies and furnish LESSOR with a Certificate of Insurance evidencing same.

Not more frequently than each three (3) years, if in the opinion of LESSOR the amount of public liability and property damage insurance coverage at that time is not adequate, LESSEE shall increase the insurance coverage as required by LESSOR. If such an election is made by LESSOR, the amount of insurance required under this paragraph shall be increased by multiplying the insurance amounts under this paragraph by a fraction, the numerator of which shall be the CPI index most recently published preceding the commencement of the term.

8. Signs.

LESSEE shall place no sign upon any portion of the premises herein without first procuring the written consent of LESSOR, which consent of LESSOR shall not be unreasonably withheld. The parties agree that LESSEE shall submit to LESSOR sketches to scale of any proposed signs. All signs shall conform to the requirements of the Oroville Sign Ordinance.

9. Obligations of Lessee:

- A. The use and occupancy of said premises by LESSEE shall be without cost or expense to LESSOR. It is understood and agreed that LESSOR is not obligated to furnish any utility services, such as gas, water, electricity and sewers, to LESSEE during the period of occupancy. LESSEE shall assume and pay for any necessary fire extinguisher for building interior and meters for measuring service of lights, water, sewer and gas. Notwithstanding the foregoing, LESSOR shall provide all necessary utility mains to the premises at a location convenient for LESSEE's connection.
- B. LESSEE agrees at its own expense to cause the lands leased and any improvements and appurtenances thereon to be maintained in a presentable condition, consistent with good business practice and equal in appearance and character to other similar improvements at the Airport. The maintenance responsibilities in this paragraph include the landscaped areas immediately surrounding the buildings to be constructed by LESSEE.

LESSEE shall be responsible for its pro-rata share of the maintenance responsibilities of the landscaped area associated with the City-installed landscaping at the Airport Business Park entrance along Oro Dam Boulevard and Chuck Yeager Way.

- C. LESSEE agrees at its own expense to cause to be removed from the leased premises all waste, garbage and rubbish, and agrees not to deposit the same on any part of the Airport.
- D. LESSEE shall save the LESSOR harmless of and from any and all costs or charges for utility services furnished to or required by LESSEE during the term of this Lease; provided, however, that LESSEE is hereby given the right to connect to any and all storm and sanitary sewers, water and electricity utility outlets, at its own cost and expense, and shall pay for any and all services charges incurred or used on said leased premises.
- E. LESSEE shall operate the business in a reasonable and business-like manner, consistent with the best practices for this type of industry. LESSEE specifically agrees:
 - (a) That in its operation and the operation of all its facilities on the Airport, neither it nor any person or organization occupying space or facilities thereon, will discriminate against any person or class of persons by reason of race, color, creed, sex, or national origin in the use of any facilities provided for the public on the Airport.
 - (b) That in rendering to the public any service, it will furnish said service on a fair, equal and not unjustly discriminatory basis to all users thereof, based on the best practices for this industry and will charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that LESSEE may be allowed to make reasonable discounts, rebates, or other similar types of price reduction to volume or affiliated company purchasers.
- F. LESSEE will obey the Rules and Regulations set forth in Ordinance No. 1059 with amendments as may from time to time be promulgated by LESSOR or its authorized agents in charge of the Airport to ensure the safe and orderly conduct of the Airport, and LESSEE shall obey such rules and regulations as may from time to time be promulgated by the United States or any department or agency thereof and by the State of California for like purposes.
- G. LESSEE accepts the leased premises in their present condition and LESSEE, without expense to LESSOR, will make all the necessary improvements.
- H. In the event LESSEE does not maintain the premises in a satisfactory condition in accordance with the terms of this Lease, LESSOR shall have the right to perform necessary maintenance thereon at LESSEE's expense.
- I. LESSEE shall maintain all landscaping in a neat, clean, and healthy condition. Such landscaping maintenance shall include, but not be limited to, the following:
 - 1. Cultivation of planting beds; mowing to maintain lawns;
 - 2. Pruning of plants as necessary to control and direct growth;
 - 3. Replacement of dead or declining plant material;
 - 4. Fertilization on a regular schedule to ensure proper plant growth;
 - 5. Repair or replacement of irrigation system components and irrigation system drainage components, as needed, to maintain the system in good working condition.

10. License fees and taxes:

LESSEE shall pay promptly and discharge all lawful taxes and assessments which may be levied by the state, county or other taxing agency on any taxable interest of LESSEE, as well as all taxes and assessments on taxable personal property of whatever nature owned by LESSEE and located on the leased premises. LESSEE shall promptly pay all excise, licenses, and permit fees of whatever nature applicable to the operation of LESSEE's business.

11. Fire Insurance:

A. Fire and extended coverage.

LESSEE, at LESSEE's sole cost and expense, shall provide and maintain insurance covering the improvements, including without limitation all buildings, structures and improvements now situate or which hereafter may be erected or placed upon the premises, against loss or damage by fire, vandalism, malicious mischief, wind storm, hail, smoke, explosion, riot, civil commotion, vehicles, aircraft, flood or earthquake, together with such other insurance as LESSOR may reasonably require from time to time, including, without limitation, endorsements for increase, cost of construction due to changes in laws, agreed amount or demolition. All such insurance shall be in an amount not less than one hundred (100%) per cent of the replacement cost (the "replacement cost") exclusive of foundations and below ground improvements (but sufficient to satisfy the requirements of any co-insurance clause). Such insurance shall be provided whether or not required at the commencement of this Lease and whether or not such insurance is now written and shall be in forms and with companies reasonably satisfactory to LESSOR. LESSEE shall not carry any insurance the effect of which would be to reduce the protection of or payment to LESSEE or LESSOR under any insurance that this Lease obligates LESSEE to carry. If any dispute as to whether the amount of coverage of insurance obtained by LESSEE complies with the requirements of this paragraph 11A cannot be resolved by agreement, LESSOR may not more often than every twelve (12) months request that the replacement cost be determined at LESSEE's option by either (a) the carrier of the insurance then in force, or (b) such other carrier of insurance as is acceptable to LESSOR, and the resulting determination shall be conclusive between the parties for the purpose of this paragraph. LESSEE shall include LESSOR as a loss payee.

B. Use of Proceeds.

LESSOR shall, at LESSEE's cost and expense, cooperate fully with LESSEE to obtain the largest possible recovery under all policies of fire and extended coverage insurance required by paragraph 11A, and all such policies shall provide that the proceeds shall be paid as follows:

If the proceeds do not exceed the amount defined in this Lease as the measure of minor restoration, all the proceeds shall be adjusted by and paid to LESSEE, and shall be applied by LESSEE for the restoration of any improvements damaged or destroyed by the casualty giving rise to the insurance claim. If the proceeds exceed that measure, all the proceeds shall be adjusted by LESSOR and LESSEE, deposited with LESSOR and disbursed subject to all the provisions of this Lease, including, but without limitation, the paragraph governing major works of improvement, and the

further following provisions.

- (a) LESSEE shall pay LESSOR upon request from time to time the amount by which the estimated cost of completing the restoration, as determined by LESSOR, exceeds the amount of the proceeds deposited with LESSOR (all funds deposited with or received by LESSOR are referred to as the "restoration fund"). All funds remaining in the restoration fund upon completion of the restoration shall be paid to LESSEE. If an event of default exists at the time the casualty occurs or at any time thereafter, then, at the sole and arbitrary discretion of LESSOR, all or part of the restoration fund may be applied by LESSOR (i) to the restoration and no such refund shall be due LESSEE, or (ii) to cure any event of default.
- (b) Disbursement shall be made from time to time as reasonably requested by LESSEE in an amount not exceeding ninety (90%) per cent of the cost of the work completed since the last disbursement, upon receipt of satisfactory evidence of the state of completion and of performance of the work in a good and workmanlike manner in accordance with the contracts, plans, and specifications.
- (c) At the time of any disbursement, no event of default shall exist hereunder as no mechanics' or material men's liens or stop notices shall have been filed and remained undischarged.
- (d) LESSOR may retain ten (10%) per cent of the restoration fund until the restoration is fully completed, the mechanics' lien period has expired, and there are no undischarged liens nor stop notices.
- (e) LESSOR may commingle the restoration funds with its general assets, and no segregated account need be established. LESSEE shall not be entitled to any interest on restoration funds. Under no circumstances shall LESSOR be deemed to be a trustee or have any fiduciary obligation with respect to the restoration fund.
- (f) LESSOR may impose such other reasonable conditions as are then customarily imposed by construction lenders in the area where the premises are located.
- (g) Nothing herein shall discharge, postpone, or delay the performance of any other covenant, promise or agreement of LESSEE undertaken by this Lease. The right of LESSOR (whether or not exercised) to apply restoration funds to complete the restoration shall not be deemed to cure any default of LESSEE or satisfy the damages of LESSOR hereunder.
- (h) In lieu of depositing the funds with LESSOR as hereinabove provided, LESSEE may post a construction bond with LESSOR in an amount equal to the full amount of the proceeds.

C. Other Insurance.

LESSEE shall procure and keep in force and in form and amount of coverage satisfactory to LESSOR:

- (a) Boiler pressure vessels and machinery insurance if at any time or from time to time such equipment is located on the premises or improvements, the proceeds of which shall be distributed in accordance with the provisions of Paragraph 11B hereof.
- (b) If LESSEE commits, permits, or causes the conduct of any activity or the bringing or operation of any equipment on or about the premises or improvements creating unusual hazards, LESSEE shall promptly procure and maintain in force during such activity or operation insurance sufficient to cover the risks represented thereby. LESSOR's demand for unusual hazard insurance shall not constitute a waiver of LESSOR's right, if LESSOR would otherwise have that right, to demand the removal, cessation, or abatement of such activity or operation.
- (c) Other insurance in amounts from time to time reasonably required by LESSOR against other reasonable insurable risks.
- (d) LESSOR may procure and maintain any insurance not required by this Lease, but all such insurance shall be subject to all other provisions of this Lease pertaining to insurance.

D. Form of Insurance.

All insurance required by express provisions of this Lease shall be carried only with responsible insurance companies reasonably acceptable to LESSOR and licensed to do business in the State of California. All such policies shall be non-assessable, and shall contain language to the effect that (i) any loss shall be payable notwithstanding any act or negligence of LESSOR or LESSEE that might otherwise result in a forfeiture of the insurance, (ii) the insurer waives rights of subrogation against LESSOR, (iii) the policies are primary and noncontributing with any insurance that may be carried by LESSOR, and (iv) they cannot be canceled or materially changed except after fifteen (15) days written notice by the insurer to LESSOR. LESSEE shall furnish LESSOR with certificates of coverage, certified by the insurer, within the following time limits:

- (a) For insurance required at the commencement of this Lease, upon execution of this Lease;
- (b) For insurance becoming required at a later date, at least fifteen (15) days before the requirement takes effect or as soon thereafter as the requirement, if new, takes effect;
- (c) For any renewal or replacement of a policy already in existence, at least fifteen (15) days before the expiration or other termination of the existing policy.

If LESSEE fails or refuses to secure or to maintain insurance as required by this Lease or fails or refuses to furnish LESSOR with required proof that the insurance has been procured and is in force and paid for, LESSOR, following notice to LESSEE, shall have the right, without obligation so to do, to procure and maintain such insurance. LESSOR shall give prompt notice to LESSEE of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers.

12. Worker's Compensation Insurance and Social Security:

LESSEE will furnish to LESSOR adequate evidence of provision for Workers' Compensation insurance, social security, and unemployment compensation upon request.

13. Sub-leases.

LESSEE shall have the right, after the commencement of this Lease, to enter into a sub-lease after first obtaining the written consent of LESSOR, which consent shall not be unreasonably withheld, provided the following provisions are complied with:

- (a) Each sub-lease shall be reasonably satisfactory to LESSOR and shall contain a provision that sub-tenant be required to attorn to LESSOR upon termination of this Lease. The sub-lease shall also provide that if LESSEE defaults under this Lease the sub-tenant will make payments to LESSOR after receipt of notice of LESSEE's default, and, notwithstanding any dispute between LESSOR and LESSEE, any such payment which complies with the terms and conditions of the sub-lease shall constitute full satisfaction of the sub-tenant's obligation to LESSEE under the sub-lease. The sub-lease shall further provide that in the event of a LESSEE default under the sub-lease, the sub-tenant will not terminate the sub-lease until LESSOR has received notice of the default. LESSOR shall not be required or obligated to cure any default. LESSOR shall have thirty (30) days following receipt of notice to determine whether it wishes to cure the default and, thereafter, if it wishes to cure, the sub-tenant may not terminate the sub-lease so long as LESSOR is diligently prosecuting such cure to completion (including, without limitation, termination of this Lease if necessary or appropriate in LESSOR's sole and arbitrary discretion).
- (b) LESSEE shall promptly after execution of each sub-lease notify LESSOR of the name and mailing address of the sub-tenant, and shall provide LESSOR with a true copy of the sub-lease.
- (c) LESSEE shall not accept directly or indirectly more than six (6) months pre-paid rent from any sub-lessee.
- (d) Each sub-lease shall be to a sub-tenant for actual possession, and shall require the sub-tenant to exclusively occupy the premises and improvements so leased within ninety (90) days after the monthly rent becomes payable. LESSEE shall not be in default however if within ninety (90) days after such sub-tenant was required to pay monthly rent LESSEE, at LESSEE's sole expense, commences an action to terminate such sub-lease and diligently pursues such action to completion.
- (e) The sub-lease shall not be inconsistent with any provision of this Lease.
- (f) Sub-tenant has agreed to waive collection of the security deposit, if any, against LESSOR unless LESSOR actually receives the security deposit from LESSEE and fails to refund it to the sub-tenant.

A. Standard lease and credit of sub-tenant.

LESSOR agrees from time to time to approve a standard form of sub-lease. LESSEE shall be required to obtain the approval of LESSOR with respect to the financial credit of each sub-tenant. Such approval shall not be unreasonably withheld. Approval of the credit of the sub-tenant or the form of a sub-lease shall be deemed given by LESSOR unless LESSOR gives LESSEE written notice of its objections within thirty (30) days after the credit information or sub-lease is submitted to LESSOR.

B. LESSEE shall comply with and perform each of the covenants, terms and conditions of any sub-lease affecting the premises or improvements, and shall not alter, amend, cancel, terminate or modify any such sub-lease without first obtaining the written consent of LESSOR. Approval of the alteration, amendment, cancellation, termination or modification of a sub-lease shall be deemed given by LESSOR unless LESSOR gives LESSEE written notice of its objections within thirty (30) days after the request for approval is submitted to LESSOR.

14. Cancellation by LESSOR:

LESSOR, in addition to any other rights to which it may be entitled by law or otherwise may cancel this Lease without compensation of any kind, description or character to LESSEE upon and after the occurrence of any of the following events, by giving LESSEE sixty (60) days advance notice in writing of its intention to do so:

- A. The assumption of the United States Government or any authorized agency thereof of the operation, use or control of the Airport, or any substantial part, in such manner as to substantially restrict the use of the Airport for any of the purposes for which LESSEE is authorized hereunder to use the same.
- B. The existence or operation of any rule, regulation or order of the Federal Aviation Agency directly or indirectly requiring the discontinuance or substantial reduction of the use of the Airport for any of the purposes for which LESSEE is authorized to use the same.
- C. The issuance of an injunction by a court of competent jurisdiction restraining the use of the Airport for any of the purposes for which LESSEE is authorized hereunder to use the same.
- D. The filing by LESSEE of a voluntary petition in bankruptcy, or the institution of proceedings in bankruptcy against LESSEE and the adjudication of LESSEE as bankrupt pursuant to such involuntary bankruptcy proceedings, which result in a liquidation of LESSEE's business.
- E. The general assignment by LESSEE which results in a liquidation of LESSEE's business for the benefit of creditors.
- F. The material default by LESSEE in the performance of any of the terms and conditions herein required to be kept and performed by him, and its failure to remedy such breach for a period of thirty (30) days or undertaken to cure such breach within 30 days and proceeding reasonably to cure it, after receipt from LESSOR of written notice of the existence of such

default; and further, should it be necessary for LESSOR to retain the services of an attorney for the enforcement of any of the provisions of this Lease or for any action in unlawful detainer, LESSEE agrees to pay to LESSOR reasonable attorney fees and court costs in connection therewith.

15. Airport Appropriated by Federal Government:

If the Airport or any part thereof is appropriated by the Federal Government in a national emergency and, as a result thereof, LESSEE is prohibited by Federal law, rule or regulation from using or occupying the premises and is not otherwise compensated for loss of use caused thereby, then, during the period in which all these conditions exist, LESSEE shall not be entitled to recover from LESSOR. Each and every provision, term, and condition of this Lease shall remain in force and effect unless, by reason of the Federal Government's having appropriated the Airport or any part thereof, LESSEE shall be physically or legally prevented from carrying out such provisions, terms and conditions; LESSEE's obligation in this regard shall be suspended only during the period of time LESSEE is prevented from carrying out such obligations by reason of such appropriation by the Federal Government. The term of this Lease shall not be extended because of the occurrence of the above conditions.

16. Non-Discrimination:

LESSEE, in the operation and use of the lands and buildings at the Oroville Airport, will not on the grounds of race, color, sex, or national origin discriminate or commence discrimination against any person or group of persons in any manner prohibited by Part 15 of the Federal Aviation Regulations. Material non-compliance with the above assurances shall constitute a material breach, and, in the event of such non-compliance, LESSOR may take appropriate action to enforce compliance, may terminate the Lease Agreement to which this covenant relates, or seek judicial enforcement.

17. Agreement with the United States:

This Lease shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States of America relative to the use, operation or maintenance of the Airport, the execution of which agreement had been or may now or hereafter be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport; provided that, if, in the consequence of the subordination of this Lease to such agreement, LESSEE is required to give up any part or all of these leased premises or to alter, remove and/or relocate any part or all of its improvements, adjustment of rent shall be made by mutual agreement between LESSOR and LESSEE.

18. Cancellation by LESSEE:

LESSEE may cancel this Lease and terminate all of its obligations at any time subsequent to the commencement of the term hereof, upon the breach by LESSOR of or its failure to perform any of the covenants or agreements herein contained and the failure of LESSOR to remedy such breach for a period of thirty (30) days after receipt of written notice from LESSEE of the existence of such breach.

19. Indemnification:

LESSEE agrees to indemnify, hold harmless, and to defend LESSOR, its agents, servants and employees, from any and all liability of every type, nature or description which might arise out of or result from LESSEE's occupancy of the premises, other than that caused by the sole negligence of LESSOR, and agrees to pay all attorney fees, court costs and any judgments or awards or settlements which LESSOR becomes obligated to pay as the result of any action or claim arising out of or in connection with LESSEE's use and occupancy of the premises. Each party hereto shall give the other prompt and timely notice of any claim made or suit instituted coming to its knowledge which in any way directly or indirectly, contingently or otherwise, affects or might affect either.

20. Rights to Amend:

In the event that the Federal Aviation Agency requires modifications or changes in this Lease as a condition precedent to the granting of funds for the improvements of the air terminal or lands and improvements covered by its laws, rules or regulations, LESSEE agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms and conditions or requirements of this Lease as may be reasonably required to obtain such funds; provided, however, that in no event will LESSEE be required pursuant to this paragraph to agree to an increase in the rental provided for hereunder or to a change in the use (provided it is an authorized use hereunder) to which LESSEE has put the leased premises.

21. Notice Provisions:

For the purpose of giving notice under any of the foregoing provisions by one party herein to the other party, it is agreed said notice may be personally delivered or sent by First Class mail, postage prepared, to the following respective addresses, and said notice shall be conclusively deemed received upon delivery or at the expiration of forty-eight (48) hours after the mailing thereof.

LESSOR: CITY OF OROVILLE
City Administrator
1735 Montgomery Street
Oroville, CA 95965

LESSEE: AIR FILTRATION COMPANY, INC.

22. Time of Essence:

Time shall be of the essence of this Lease.

23. COVENANT FOR NON-DISCRIMINATION

LESSEE, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on the said property described in this

Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, LESSEE shall maintain and operate such facilities and services in material compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights of Act of 1964, and as said Regulations may be amended.

24. BREACH OF COVENANT

In the event of material breach of any of the above nondiscrimination covenants, LESSOR shall have the right to terminate the Lease and to render and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

25. FEDERAL CIVIL RIGHTS REQUIREMENTS

LESSEE, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that:

- A. No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subject to discrimination.
- C. LESSEE shall use the premises in material compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

26. BREACH OF CIVIL FEDERAL RIGHTS REQUIREMENTS

In the event of breach of any of the above nondiscrimination covenants, LESSOR shall have the right to terminate the Lease and to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

27. EQUAL ACCESS

LESSEE shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, LESSEE may be allowed to make reasonable discounts, rebates or other similar types of price reductions to volume or affiliated company purchasers.

28. BREACH OF EQUAL ACCESS

Non-compliance with Paragraph 27 above shall constitute a material breach thereof, and, in the event of such non-compliance, LESSOR shall have the right to terminate this Lease and the estate thereby created without liability therefor, or, at the election of LESSOR or the United States, either or both said governments shall have the right to judicially enforce Provisions.

29. NON-DISCRIMINATION PROVISIONS IN SUB-LEASE

LESSEE agrees it shall insert the preceding six (6) Provisions in any lease agreement, contract, etc., by which LESSEE grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

30. AFFIRMATIVE ACTION PROGRAM

To the extent required by law, LESSEE assures it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, sex, or national origin be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. LESSEE assures that it will require its covered suborganization or subtenants provide assurances to LESSEE that they, similarly, will undertake affirmative action programs, and that they will require assurances from their suborganizations as required by 14 CFR 152, Subpart E, to the same effect.

31. RESERVATION OF RIGHT TO DEVELOP AIRPORT

LESSOR reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the LESSEE, and without interference or hindrances.

32. MAINTENANCE OF LANDING AREA

LESSOR reserves the right, but shall not be obligated to LESSEE, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of LESSEE in this regard.

33. SUBORDINATION TO AGREEMENTS WITH THE UNITED STATES

This Lease shall be subordinate to the provisions and requirements of any existing or future agreements between LESSOR and the United States relative to the development, operation or maintenance of the Airport.

34. COMPLIANCE WITH PART 77 OF F.A.R.

LESSEE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure maintained on the leased premises.

35. LEASE NOT AN EXCLUSIVE RIGHT

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

36. PROPERTY TAXATION

The property interest which is the subject of this Lease may be subject to property taxation if created, and the party in whom the possessory interest is vested may be subject to the payment of property taxes on such interest.

37. Miscellaneous.

A. Delegation.

LESSEE may, at LESSEE'S election, delegate performance of any or all covenants to any one or more sub-tenants or sub-tenants of sub-tenants, and the performance so delegated shall be deemed LESSEE's performance. This provision shall not be considered to permit or to broaden the right of assignment or subletting beyond the provisions of this Lease relating to assignment or subletting.

B. No merger.

If both LESSOR's and LESSEE's estates in the premises or the improvements or both become vested in the same owner, this Lease shall nevertheless not be destroyed by application of the doctrine of merger, except at the express election of the owner.

C. Further documents.

At any time, and from time to time, within twenty-one (21) days after notice of request by either party, the other party shall execute, acknowledge, and deliver to the requesting party, or to such other recipient as the notice shall direct, a statement certifying that this Lease is unmodified and in full force and effect, or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement. The statement shall also state the dates to which the rent has been paid in advance. The statement shall be such that it can be relied on by any other auditor, creditor, commercial banker, and investment banker of either party, and by any prospective purchaser or encumbrancer of the premises or improvements, or both, or of all or any parts of LESSEE's or LESSOR's interests under this Lease.

A failure to execute, acknowledge, and deliver on request the statement described above, within the specified time, shall constitute acknowledgment to all persons entitled to rely on the statement that this Lease is unmodified and in full force and effect and that the rent has been duly and fully paid to and including the respective due date immediately preceding the date of the notice of request, and shall constitute a waiver with respect to all persons entitled to rely on the statement of any defaults that may exist before the notice, and shall be an event of default.

D. Definitions.

Person means person or persons or other entity or entities, or any combination of persons or entities.

LESSOR means the person who is the owner at the time in question of the premises, whether singular or plural in number and whether named in this Lease as LESSOR or having become the successor in interest of the named LESSOR, or the successor of a successor whether by assignment, foreclosure or other transfer, and whether intentional or inadvertent or by operation of law.

LESSEE means the person named as LESSEE in the Lease, whether singular or plural in number, or the person who at the time in question is the successor in interest of LESSEE, or the successor of a successor whether by assignment, foreclosure or other transfer, and whether intentional or inadvertent or by operation of law. It does not, however, include any person claiming under any assignment or other transfer prohibited by this Lease, and this definition does not alter the provisions of this Lease relating to assignment or sub-letting.

Improvements means all buildings, structures, and improvements, and all additions to or improvements of or in, now or at any time hereafter, located on the premises and including, but not limited to, all the foundations and footings therefor, all fixtures, appliances, furnaces, boilers, machinery, engines, motors, compressors, dynamos, fittings, pipings, connections, conduits, ducts, partitions, and equipment and apparatus of every kind and description now or hereafter affixed or attached to or incorporated in any such building, structure or improvements, including all machinery and equipment used or procured for use in connection with or for the heating, cooling, lighting, plumbing, ventilation, air-conditioning, refrigeration, cleaning, or general operation of any such building, structure, or any improvement, but shall not include property which may be removed by a sub-tenant pursuant to a sub-lease.

Sub-lease means a lease by LESSEE of the premises or improvements, whether such lease is a lease subordinate to this Lease or a direct lease of improvements reserved by LESSEE. The term also includes licenses, concessions, or other agreements relating to the use or occupancy of the premises granted by LESSEE resulting in income payable to LESSEE.

Sub-tenant means the tenant under a sub-lease.

Gender. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, partnership, or other legal entity when the context so requires.

Plural. The singular number includes the plural, and vice versa, whenever the context so requires.

Exhibits. All exhibits to which the reference is made in this Lease are incorporated in this Lease by the respective references to them, whether or not they are actually attached. Reference to "this Lease" includes matters incorporated by reference.

E. Sales tax.

During the term of this Lease, or any extension thereof, LESSEE shall designate the City of Oroville as its point of sale for all sales or use tax purposes, other than inter-company transfers.

38. Entire agreement.

This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included or referred to in this Lease has been or is relied on by either party. Each party has relied on his own examination of this Lease, the counsel of his own advisors, and the warranties, representations, and covenants in the Lease itself and those referred to in this Lease. The failure or refusal of either party to inspect the premises or improvements, to read the Lease or other documents, or to obtain legal or other advice relevant to this transaction, constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection or advice. The language in all parts of this Lease shall be in all cases construed simply, according to its fair meaning, and not for or against LESSOR or LESSEE regardless of which party drafted the particular language which is being construed, all parties having been represented by adequate counsel.

39. Invalidity.

The invalidity or illegality of any provision shall not affect the remainder of the Lease. Any provision of this Lease which suggests that the LESSEE is waiving hereby any rights to condemnation damages, including, but not limited to, any provision contained in Paragraphs 14, 15, 17, and 33 is hereby deemed invalid and unenforceable and shall have no impact upon the LESSEE's rights in the event of any "taking" as defined under the United States and/or California Constitutions. Notwithstanding the foregoing, any provision of this Lease which provides that buildings, structures or other items shall become the property of LESSOR upon expiration of this Lease or any extension thereof, shall not be considered to constitute, and shall not constitute, a "taking."

40. Binding on heirs.

Subject to the provisions of this Lease on assignment and sub-letting, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.

41. Surrender of premises and improvements.

At the expiration or earlier termination of the Lease, LESSEE shall surrender to LESSOR the possession of the premises and improvements and deliver to LESSOR a good and sufficient quit-claim deed in form acceptable for recordation conveying all its right, title and interest thereon to LESSOR. LESSEE shall leave the surrendered premises and improvements and any other property of LESSEE located thereon or contained therein in good and broom-clean condition, ordinary wear and tear excepted, except as provided to the contrary in provisions of this Lease on maintenance, repair and removal of improvements.

All property LESSEE is required to surrender shall become LESSOR's property upon the expiration or earlier termination of the Lease. All property that LESSEE is not required to surrender or remove but which remains on the premises after thirty (30) days following the expiration or earlier termination of the Lease shall be deemed abandoned and shall, at LESSOR's sole and arbitrary election, become LESSOR's property.

If LESSEE fails to surrender the premises and improvements at the expiration or sooner termination of and in the manner required under this Lease, LESSEE shall defend and indemnify LESSOR from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from LESSEE's failure to surrender.

42. Holding over.

This Lease shall terminate without further notice at expiration of the term or any extended term. Any holding over by LESSEE after expiration shall not constitute a renewal or extension or give LESSEE any rights in or to the premises, except as otherwise expressly provided in this Lease.

43. Counterparts.

This Lease, or the memorandum of this Lease, or both, may be executed in two (2) or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

44. Memorandum of Lease.

This Lease shall not be recorded; only a memorandum of this Lease shall be recorded.

45. Captions, Table of Contents.

Any table of contents of this Lease, and the captions of the various articles and paragraphs of this Lease, are for the convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Lease or any part of parts of this Lease.

46. Police Power.

It is understood and agreed that LESSOR by entering into this Lease is not bargaining away its police power, and LESSOR reserves the right to enact such laws, rules and regulations that to LESSOR in its sole and arbitrary discretion seem fit, regardless of any effect such action may have upon LESSEE financial or otherwise, and LESSEE, by virtue of this Lease, shall have no right to compensation from LESSOR in such event, other than as otherwise prescribed by law.

47. Environmental Audit.

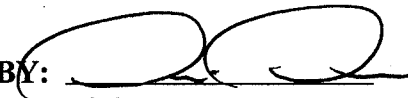
LESSEE acknowledges receipt of a certain Environmental Report dated March 5, 1990, prepared for LESSOR by LRA Environmental, 1805 Tribute Road, Sacramento, California and a Preacquisition Site Assessment dated February 14, 1991, prepared for LESSOR by Kleinfelder, Inc., 9795 Business Park Drive, Sacramento, California, 95827. These reports shall be satisfactory to LESSEE and LESSEE's

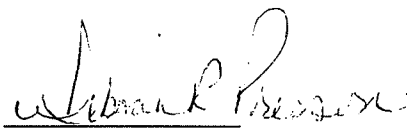
lender, if any. In the event they are not satisfactory to LESSEE, then LESSEE shall have the right to enter the premises at any time prior to June 1, 1999, for purposes of conducting an environmental investigation of the premises. LESSEE shall have the right to perform any environmental investigation as it may require or as its lenders, if any, may require. The environmental investigation and report shall be satisfactory to LESSEE and LESSEE's lender, if any. In the event that such environmental report is not satisfactory to LESSEE or LESSEE's lender, then any and all funds paid to LESSOR by LESSEE, including, but not limited to, any security deposit shall be refunded to LESSEE and the parties hereto shall have no further obligations under this Lease.

IN WITNESS WHEREOF, we have hereunto set our hands this 2 day of March, 1999, at Oroville, California.

LESSOR:

CITY OF OROVILLE

BY: 
Mayor

ATTEST: 
Deputy City Clerk

LESSEE:

AIR FILTRATION COMPANY, INC.,

BY: 

BY: _____

EXHIBIT "A"

AIRPORT GROUND LEASE - AIR FILTRATION COMPANY, INC.

All that certain real property situated in Section 22, Township 19 N, Range 3 E, MDM. City of Oroville, Butte County California being a portion of Block 156 as shown on the Map of South Thermalito filed May 11, 1889 in Book 2 of Maps at Page 176, and more particularly described as follows:

Commencing at the ~~southwest~~ ^{southeast} corner of Block 157 as shown on said Map of South Thermalito, also as shown on that certain Record of Survey filed in Book 96 of Maps at pages 78 through 82, Thence North $89^{\circ} 59' 37''$ West 1460.70 feet to a 1-1/4" cast iron pipe in concrete marked "L.S. 4208", being the True Point of Beginning;

Thence from the True Point of Beginning, North $89^{\circ} 59' 36''$ West 1112.00 feet;

Thence North $13^{\circ} 42' 41''$ West 199.45 feet to the beginning of a curve concave to the southeast;

Thence northeasterly along said curve having a radius of 20.00 feet, a central angle of $93^{\circ} 16' 54''$, the arc length of which is 32.56 feet;

Thence North $79^{\circ} 34' 13''$ East 1266.58 feet;

Thence South $36^{\circ} 23' 30''$ ~~West~~ ^{EAST} 66.60 feet;

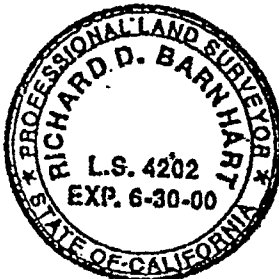
Thence North $53^{\circ} 36' 30''$ ~~West~~ ^{EAST} 34.00 feet;

Thence South $36^{\circ} 23' 30''$ East 133.86 feet;

Thence South $00^{\circ} 09' 46''$ West 285.26 feet to the beginning of a non-tangent curve concave to the North, the radius point of which bears North $09^{\circ} 45' 37''$ West;

Thence Westerly along said curve having a radius of 1460.00 feet, a central angle of $09^{\circ} 46' 01''$, the arc length of which is 248.88 feet, to the True Point of Beginning.

Containing 10.74 acres more or less.



Richard D. Barnhart
Richard Barnhart LS 4202

11/12/98
Date

Corrected 10/5/11



EXHIBIT "A"

AIRPORT GROUND LEASE - AIR FILTRATION COMPANY, INC.

All that certain real property situated in Section 22, Township 19 N, Range 3 E, MDM. City of Oroville, Butte County California being a portion of Block 156 as shown on the Map of South Thermalito filed May 11, 1889 in Book 2 of Maps at Page 176, and more particularly described as follows:

Commencing at the southwest corner of Block 157 as shown on said Map of South Thermalito, also as shown on that certain Record of Survey filed in Book 96 of Maps at pages 78 through 82, Thence North $89^{\circ} 59' 37''$ West 1460.70 feet to a 1-1/4" cast iron pipe in concrete marked "L.S. 4208", being the True Point of Beginning;

Thence from the True Point of Beginning, North $89^{\circ} 59' 36''$ West 1112.00 feet;

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Thence northeasterly along said curve having a radius of 20.00 feet, a central angle of $93^{\circ} 16' 54''$, the arc length of which is 32.56 feet;

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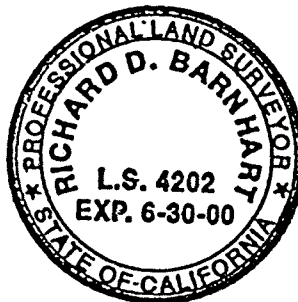
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Thence Westerly along said curve having a radius of 1460.00 feet, a central angle of $09^{\circ} 46' 01''$, the arc length of which is 248.88 feet, to the True Point of Beginning.

Containing 10.74 acres more or less.



Richard D. Barnhart
Richard Barnhart LS 4202

11/12/98
Date

CONSENT TO ASSIGNMENT AND MORTGAGE OF LEASEHOLD INTEREST

This Consent to Assignment and Mortgage of Leasehold Interest ("Consent") is entered into this _____ day of December, 2024, by and among the City of Oroville ("Lessor"), whose address is 1735 Montgomery Street, Oroville, CA 95965; Pacific Gas and Electric, a California corporation ("New Lessee"), whose address is _____, San Francisco, California, with reference to the following facts and objectives:

A. Lessor is the owner in fee simple of those certain premises (the "Premises") located in the City of Oroville, County of Butte, California, and more fully described in that Land Lease Agreement entered into between Lessor and Air Filtration Company, Inc., a California corporation ("Original Lessee") dated March 2, 1999 (the "Ground Lease"), as disclosed by a Memorandum of Lease recorded December 22, 1999 as Serial No. 1999- 0052920 of Official Records of the Butte County Recorder. By virtue of said Ground Lease, Original Lessee enjoys a leasehold interest in the Premises.

B. Original Lessee and New Lessee entered into a Purchase and Sale Agreement, dated as of October xx, 2024 (the "Purchase Agreement") for the sale and purchase of the entirety of Original Lessee's leasehold interest under the Ground Lease, including without limitation the improvements constructed thereon.

C. New Lessee and Lender have entered, or are about to enter into, an agreement whereby Lender has financed a portion of the purchase price under the Sales Agreement and has acquired or will acquire a security interest in Lessee's leasehold interest in the Premises.

D. Lessor is willing to consent to (i) the sale and purchase contemplated by the Sales Agreement and (ii) the encumbrance of Lessee's leasehold interest (collectively, subsections (i) and (ii), the "Transactions") in the Premises on the following terms and conditions.

NOW, THEREFORE, Lessor, Lessee and Lender agree as follows:

1. Lessor hereby consents to the Transactions, and New Lessee shall be deemed to be the Lessee for all purposes under the Ground Lease effective as of the date of closing under the Sales Agreement.

2. Lease Defaults. Should Lessee fail to pay rent or other monetary charges when due, Lessor agrees not to terminate the Ground Lease without giving Lender written notice of the default and an opportunity to cure the default within thirty (30) days from service of the notice. Should Lessee abandon or vacate the Premises or should Lessee fail to perform any other provision of the Ground Lease, Lessor agrees not to terminate the Ground Lease without giving any existing or future Lender written notice of the default and an opportunity to cure the default within sixty (60) days from service of the notice. If the default is one that cannot reasonably be cured by Lender within sixty (60) days, but is reasonably curable by Lender within some longer period, then Lessor shall not terminate the Ground Lease so long as acts to cure the breach or default are commenced within sixty (60) days from service of the notice and are thereafter

diligently continued by Lender. If the default is one that cannot reasonably be cured by Lender (such as insolvency, bankruptcy or other judicial proceeding against Lessee), Lessor will not terminate the Ground Lease so long as Lessor receives all sums due under the Ground Lease and Lender commences foreclosure proceedings within sixty (60) days from service of written notice of the default.

3. Foreclosure. Any existing or future Lender shall have the right to realize on the security afforded by the Lessee's leasehold interest in the Premises by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security agreement between Lessee and Lender as per the terms of the Deed of Trust and to (a) transfer, convey or assign the title of Lessee to the leasehold estate vacated by the Ground Lease to any purchaser at any foreclosure sale conducted pursuant to a power of sale contained in the Deed of Trust or pursuant to a court order and (b) acquire and succeed to the interest of Lessee under the Ground Lease by virtue of any foreclosure sale whether the foreclosure sale be conducted pursuant to a court order or pursuant to a power of sale contained in the Deed of Trust; provided in each instance, however, that no use of the Premises may be made without the prior written consent of Lessor, which consent shall not unreasonably be withheld.

4. Priority of Leasehold Mortgage. Any Lease and Leasehold Mortgage thereon and all subleases of the Property shall be and remain superior in priority to any fee mortgage hereafter encumbering the Premises, and Lessor shall cause any fee mortgagee to execute and deliver to Lender a written subordination agreement in commercially reasonable form and substance reasonably satisfactory to Lender and any fee mortgage lender providing further assurance of the superior priority of the Lease and Mortgage.

5. Lender's Operation of Business. Any existing or future Lender shall have the right to do any act or thing required of Lessee under the Ground Lease, and any such thing or act done and performed by Lender shall be effective to prevent a forfeiture of Lessee's rights under the Ground Lease as if done by Lessee itself. Lender shall have no obligation to make payments under the Ground Lease to Lessor except with respect to the period of time within which Lender exercises dominion and control of the Premises. If Lender later forecloses or otherwise vacates the Premises, Lender will have no further obligation for the payment of rent to Lessor. Whether or not Lender enters into possession of the Premises for any purpose, Lessee will remain fully liable for all obligations under the Ground Lease.

6. Voluntary Termination. So long as any Lender holds a security interest in Lessee's leasehold interest in the Premises, Lessor and Lessee shall not modify or cancel the Ground Lease by mutual agreement without the written consent of Lender, which shall not be unreasonably withheld.

7. Notice. Any notice to any party hereunder shall be effective from the date of deposit in the United States mail, postage prepaid and addressed to the party at the address appearing above.

8. Disposition of Insurance Proceeds. Any existing or future Lender shall be permitted to be an additional insured and loss payee under any insurance policies carried by Lessee with respect to the Premises, except as to any proceeds for environmental contamination, ground contamination or any remediation related thereto. Any proceeds payable in the event of casualty

or any condemnation award to Lessee, except those proceeds relating to environmental contamination, ground contamination or any remediation related thereto, relating to the Premises (i) shall be paid over to Lender or a trustee and disbursed in accordance with the terms of Lender's Leasehold Mortgage, and (ii) the Lease shall not be terminated or modified following and because of an event of a partial or total casualty without Lender's consent.

9. FAA Grant Assurances. This Ground Lease is for property that is subject to the rules and regulations of the Federal Aviation Administration ("FAA"). Accordingly, this Consent to Assignment incorporates and is subject to the FAA Grant Assurances, as applicable to each party, a true and correct copy of which are attached as Exhibit "A" to this instrument.

This Consent is binding upon Lessor and Lessee and the successors and assigns of each and inures to the benefit of Lender and its successors and assigns.

[signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Consent as of the day and year first above written.

LESSOR:

CITY OF OROVILLE

By: _____

Name: David Pittman

Title: Mayor

Date: _____, 2024

LESSEE:

PACIFIC GAS AND ELECTRIC, a _____

California corporation

By: _____

Name:

Title:

Date: _____, 2024

LENDER:

By: Not applicable

Name:

Title:

Date: _____,



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS

FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR

RE: AGREEMENT WITH OURENERGY FOR RENEWABLE ENERGY SERVICES

DATE: DECEMBER 17, 2024

SUMMARY

Proposal of an agreement with OurEnergy for technical consulting, engineering, and project development services.

DISCUSSION

OurEnergy specializes in the design, installation, and management of renewable energy systems and solutions including microgrids, solar power, and battery storage. Their services align with the City's goals of reducing reliance on non-renewable energy sources and lowering greenhouse gas emissions along with cost-effectiveness & long-term savings. Through renewable energy systems, the City may have opportunities to reduce energy costs over time, achieving significant savings on utility bills and a return investment.

OurEnergy will ensure all systems are fully compliant with California's renewable energy standards and regulations, including the California Public Utilities Code and California Environmental Quality Act (CEQA).

FISCAL IMPACT

Funding for this service was not budgeted, however, there sufficient funding for his activity has been appropriated.

ACTION REQUESTED

Direct the City Administrator to enter into an agreement with OurEnergy for renewable energy services to facilitate the City's transition to sustainable, clean energy solutions.

ATTACHMENTS

Attachment 1 OurEnergy Agreement
Attachment 2 Scope of Work Attachment A to the Agreement
Attachment 3 Hourly Cost Sheet Attachment B to the Agreement

CITY OF OROVILLE
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this ____th day of _____, 2024, 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 OurEnergy 101 Cooper St. Santa Cruz, Ca 95060 (hereinafter referred to as the “CONTRACTOR”).

RECITALS

A. The CITY proposes to contract for professional services as outlined below;

B. 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, 2025, unless extended in writing in advance by both parties.

3. TIME OF PERFORMANCE.

The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed 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 \$20,000, for services provided pursuant to this Agreement as described in “Exhibit B.” 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 DISTRICT for services performed to the DISTRICT’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 DISTRICT.

5. CONTRACT ADMINISTRATION.

5.1. The CITY’s Representative. Unless otherwise designated in writing, The Director of Community Development or designee 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, _____ 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: City Administrator

CONTRACTOR:
OurEnergy
101 Cooper St. Santa Cruz
Ca, 95060
Attention: _____

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 ____ day of _____, 2024.

CONTRACTOR:

{Name, Title}

CITY OF OROVILLE:

Brian Ring, City Administrator

APPROVED AS TO FORM:

Scott Huber, City Attorney



Energy Consulting Statement of Work

Prepared For:

Patrick Piatt
Community Development Director
City of Oroville
1735 Montgomery Street
Oroville, CA 95965
(530) 538-2430 x2402
cityoforoville.org
ppiatt@cityoforoville.org



Prepared By:

OurEnergy
101 Cooper Street
Santa Cruz, CA 95060
831.200.3969
ourenergyco.com

SOW Date:

December 11, 2024

Project Title: City of Oroville Optimized Energy Plan

Background:

The City of Oroville desires expert consulting assistance toward studying, developing, implementing, and managing a sustainable city-wide energy plan and projects that deliver increased advantages to the City's financial, resilience, and community benefit goals. The City would like for these consulting services to be available on an ad hoc, on-call basis.

The City has been and continues to be presented with multiple opportunities to consider initiating potentially beneficial energy projects. These opportunities range from, for example:

- Structuring agreements with Pioneer Community Energy, a community choice aggregator (CCA)
- Identifying, qualifying and pursuing grant and incentive opportunities
- Evaluating proposals from developers, contractors, or vendors
- Appraising how to best utilize City-owned land and properties and liaising with stakeholders

Proposed Approach & Scope:

OurEnergy offers top-tier, Owner's Representative, techno-economic consulting, engineering, development, and project management expertise to assist the City across the entire spectrum of energy infrastructure topics. Our goal will be to assist the City toward cohesive and intelligent energy planning, program management, and project implementation support. OurEnergy's intent will always be to provide objective advice, recommendations, and services that best serve the City's interests.

The City may reach out to OurEnergy with individual work requests on an ad hoc basis. OurEnergy and the City will then negotiate the estimated scope, cost, and schedule to perform the work request. Upon City approval of the work request, OurEnergy will engage the work and invoice the City on a time & materials basis with a not to exceed total of \$20,000. Invoices will be sent no more frequently than monthly, as work is performed.

Closing Notes

Thank you for the opportunity and trust to work with the City of Oroville toward energy opportunity evaluation, and toward the future of the City's critical infrastructure. Please feel free to contact us with any questions.

Dustin Jolley | *CEO, Founder & Principal*



Schedule of Standard Billing Rates

Effective through December 2025

Professional Personnel (\$/person-hour)

Managing Principal	\$340.00
Principal / Director	\$320.00
Sr. Project/Program Manager / Sr. Engineer / Sr. Professional	\$235.00
Project/Program Manager / Sr. Associate / Engineer	\$225.00
Associate / Professional	\$205.00
CAD/GIS Technician / Jr. Associate	\$170.00
Project/Program Administrator	\$95.00
Expert Witness Services	\$415.00

Reimbursable Expenses

Sub-Consultants	Direct Cost x 1.10
Materials and Other Direct Costs	Direct Cost x 1.10
Travel	Applicable Federal Mileage Rate or Direct Cost x 1.10
Per Diem Allowance (may vary by location, not including Lodging)	\$220/day



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

**RE: 2025 RECOLOGY SERVICE RATE INCREASE FOR THE
COLLECTION AND DISPOSAL OF SOLID WASTE**

DATE: DECEMBER 17, 2024

SUMMARY

The Council will receive an update on the Recology service rate increase for the collection and disposal of solid waste that will become effective January 1, 2025

DISCUSSION

The City entered into a Franchise Agreement (Agreement) with Recology in 1993, for collection and disposal of solid waste and recyclable materials generated by homes and businesses in the City limits. This agreement was extended in November of 2022 for fifteen (15) years and runs through December 31, 2037.

Section 18.2 of the Agreement specifies that the fees collected by Recology shall be indexed to the United States Consumer Price Index (CPI) for the Water, Sewer and Trash Collection Services Index (WST Index) and shall be adjusted annually to reflect the yearly changes, if any, in the cost of living as shown in the CPI.

The intent of this Staff Report is to inform the Council of a 4% rate increase based on the CPI for the WST Index, that will become effective January 1, 2025. Recology, the City's contractor for the collection and disposal of solid waste, has submitted this to the City pursuant to Section 18.3 of the Agreement for review

Section 18.3 of the Agreement stipulates that the maximum rate adjustment provided in the agreement shall take effect without the need for approval by the City Council or City Staff.

FISCAL IMPACT

No impact to the General Fund

RECOMMENDATION

For informational purposes only

ATTACHMENTS

Franchise Agreement,
Letter from Recology regarding rates;
Consumer Price Index Information; and
Recology Rate Increase Package for 2025.



December 6, 2024

Brian Ring, City Administrator
City of Oroville
1735 Montgomery St.
Oroville, Ca 95965

RE: 2025 Rate Application

Dear Brian,

Please accept this package as our application for a rate increase effective 1 January 2025. Based on the CPI for Oroville this year's application has a 4.0% increase.

As per our analysis based on the Water and Sewer Trash (WST), the calculated increase for this year is 4.99%. However, we acknowledge the terms outlined in our franchise agreement, which stipulates an annual cap of 4.0%.

We are more than willing to discuss the specifics of our application and provide any additional information or clarification that may be required. Our team is available at your convenience to address any questions or concerns you may have regarding the proposed rate increase.

The overage charges we discussed have been added to the rate sheet. After giving it further thought, I'd like to proceed with sending a direct mailer to explain the overage and contamination fees, as well as the program details. I'd be happy to share the letter or postcard with you before they are sent out. Please let me know if you have any questions or concerns.

I appreciate your time and consideration in reviewing our application. Your guidance and feedback on this matter are invaluable to us. I look forward to the opportunity to discuss this further and work together to ensure the continued provision of high-quality services to our community.

Respectfully,

A handwritten signature in cursive script that reads 'Marci Walton'.

Marci Walton
General Manager

Cc: Scott Pardini
Ken Willard

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUSR0000SEHG

Seasonally Adjusted

Series Water and sewer and trash collection services in U.S. city

Title: average, all urban consumers, seasonally adjusted

Area: U.S. city average

Item: Water and sewer and trash collection services

Base DECEMBER 1997=100

Period:

Years: 2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
2014	201.127	201.736	202.363	202.930	203.260	203.791	205.073	205.900
2015	210.090	210.981	211.468	211.987	212.729	213.299	213.986	215.560
2016	218.191	218.681	219.417	220.319	221.497	221.680	221.530	222.383
2017	226.235	227.001	227.360	227.883	228.445	228.803	229.186	229.664
2018	232.771	233.609	234.041	234.873	235.894	236.642	237.301	238.261
2019	241.356	241.743	242.459	243.284	243.880	244.516	245.042	245.297
2020	248.556	249.465	250.234	250.541	251.117	251.672	252.483	253.648
2021	257.389	258.448	259.094	259.502	259.812	260.689	261.795	262.402
2022	267.762	269.175	269.520	270.379	271.159	272.243	273.188	274.523
2023	281.078	283.302	284.060	285.009	286.651	287.790	289.100	290.493
2024	296.694	298.037	298.900	300.032	300.287	300.956	302.327	302.837

Sep	Oct	Nov	Dec	HALF1	HALF2
206.330	207.704	208.734	209.853		
216.143	216.550	217.124	217.742		
223.102	223.631	224.493	225.013		
230.179	230.838	231.604	232.042		
238.605	239.276	241.862	242.436		
245.999	247.071	247.439	247.762		
254.318	255.077	255.747	256.642		
263.733	264.553	264.721	265.570		
276.684	277.156	278.018	278.703		
291.200	291.968	293.055	293.479		
305.108	306.632				

2022	271.007				
2023	285.614				
Increase	14.608		Base Rate	HHaz	AB939
Pct Incr	5.39%		5.39%	0.00%	0.00%
		Maximum	4.00%	0.00%	0.00%

2024	299.862				
Increase	14.248		Base Rate	HHaz	AB939
Pct Incr	4.99%		4.99%	0.00%	0.00%
		Maximum	4.00%	0.00%	0.00%

Ostrom Rd Landfill

Solid Waste	2024	\$	49.15
Solid Waste	2025	\$	49.15
		\$	-
			0.00%

**RECOLOGY BUTTE COLUSA COUNTIES
CITY OF OROVILLE
RESIDENTIAL RATES**

		CURRENT RATES EFFECTIVE JANUARY 1, 2024					NEW RATES EFFECTIVE JANUARY 1, 2025				
		AB939					AB939				
		Base Rate	Franchise Fee	Hazardous Waste Fee	Compliance Fee	Total Charges	Base Rate	Franchise Fee	Hazardous Waste Fee	Compliance Fee	Total Charges
Basic SFD Cart Service											
1	1-32G MSW, 1-64G Recycling, 1-96G -Organics	\$24.60	\$2.86	\$.51	\$.63	\$28.60	\$25.31	\$2.94	\$.51	\$.63	\$29.39
2	2-32G MSW, 1-64G Recycling, 1-96G -Organics	\$34.87	\$4.00	\$.51	\$.63	\$40.01	\$35.87	\$4.11	\$.51	\$.63	\$41.12
3	3-32G MSW, 1-64G Recycling, 1-96G -Organics	\$42.20	\$4.82	\$.51	\$.63	\$48.16	\$43.38	\$4.95	\$.51	\$.63	\$49.47
4	1-64G MSW, 1-64G Recycling, 1-96G -Organics	\$32.94	\$3.79	\$.51	\$.63	\$37.86	\$33.83	\$3.89	\$.51	\$.63	\$38.86
5	1-96G MSW, 1-64G Recycling, 1-96G -Organics	\$35.15	\$4.03	\$.51	\$.63	\$40.32	\$36.09	\$4.14	\$.51	\$.63	\$41.37
6	Add'l 96G Cart MSW	\$10.93	\$1.21	-	-	\$12.14	\$11.25	\$1.25	-	-	\$12.50
7	Add'l 64G Cart Recycling	\$6.48	\$.72	-	-	\$7.20	\$6.74	\$.75	-	-	\$7.49
8	Add'l 96G Cart Greenwaste	\$9.05	\$1.01	-	-	\$10.06	\$9.37	\$1.04	-	-	\$10.41
9	Back Yard Service	\$9.42	\$1.05	-	-	\$10.47	\$9.80	\$1.09	-	-	\$10.89
Senior Citizen Rates											
10	1-32G MSW, 1-64G Recycling, 1-96G -Organics	\$23.61	\$2.75	\$.51	\$.63	\$27.50	\$24.28	\$2.82	\$.51	\$.63	\$28.24
11	2-32G MSW, 1-64G Recycling, 1-96G -Organics	\$33.88	\$3.89	\$.51	\$.63	\$38.91	\$34.84	\$4.00	\$.51	\$.63	\$39.98
12	3-32G MSW, 1-64G Recycling, 1-96G -Organics	-	-	-	-	-	-	-	-	-	-
13	1-64G MSW, 1-64G Recycling, 1-96G -Organics	\$31.95	\$3.68	\$.51	\$.63	\$36.77	\$32.80	\$3.77	\$.51	\$.63	\$37.71
14	1-96G MSW, 1-64G Recycling, 1-96G -Organics	\$34.16	\$3.92	\$.51	\$.63	\$39.23	\$35.06	\$4.02	\$.51	\$.63	\$40.22
Other Charges											
15	Call Back	\$8.95	\$.99	-	-	\$9.95	\$9.31	\$1.03	-	-	\$10.34
16	Contamination Charge	\$8.95	\$.99	-	-	\$9.95	\$13.50	\$1.50	-	-	\$15.00
17	Overage Charge						\$13.50	\$1.50	-	-	\$15.00
18	Extra Pickup Return Trip (On Collection Day)	\$12.93	\$1.44	-	-	\$14.36	\$13.44	\$1.49	-	-	\$14.93
19	Extra Pickup Return Trip (Non-Service Day)	\$32.34	\$3.59	-	-	\$35.93	\$33.63	\$3.74	-	-	\$37.37
20	Cart Replacement	\$96.97	\$10.77	-	-	\$107.74	\$100.85	\$11.21	-	-	\$112.06
21	Cart Exchange	\$45.26	\$5.03	-	-	\$50.29	\$47.08	\$5.23	-	-	\$52.31
22	Bulky Item Pickup										
23	Trip Fee	\$51.70	\$5.74	-	-	\$57.45	\$53.77	\$5.97	-	-	\$59.74
24	Each Item	\$19.39	\$2.15	-	-	\$21.55	\$20.17	\$2.24	-	-	\$22.41
25	Freon Appliance	\$38.14	\$4.24	-	-	\$42.38	\$39.67	\$4.41	-	-	\$44.08
Walk In Service											
26	5 - 100ft	\$18.08	\$2.01	-	-	\$20.09	\$18.81	\$2.09	-	-	\$20.90
27	101-200ft	\$25.86	\$2.87	-	-	\$28.74	\$26.90	\$2.99	-	-	\$29.89

RECOLOGY BUTTE COLUSA COUNTIES
CITY OF OROVILLE
COMMERCIAL RATES

		CURRENT RATES EFFECTIVE JANUARY 1, 2024					NEW RATES EFFECTIVE JANUARY 1, 2025				
		AB939					AB939				
Container Type/Size or Service Type		Base Rate	Franchise Fee	Hazardous Waste Fee	Compliance Fee	Total Charges	Base Rate	Franchise Fee	Hazardous Waste Fee	Compliance Fee	Total Charges
	1.0 cubic yard bin										
1	1 Time per Week	\$128.76	\$14.31	-	-	\$143.07	\$133.30	\$14.81	-	-	\$148.11
2	2 Time per Week	\$240.96	\$26.77	-	-	\$267.73	\$249.37	\$27.71	-	-	\$277.08
3	3 Time per Week	\$353.17	\$39.24	-	-	\$392.42	\$365.46	\$40.61	-	-	\$406.07
4	4 Time per Week	\$465.26	\$51.70	-	-	\$516.96	\$481.42	\$53.49	-	-	\$534.91
5	5 Time per Week	\$577.48	\$64.16	-	-	\$641.65	\$597.51	\$66.39	-	-	\$663.90
6	6 Time per Week	\$744.56	\$82.73	-	-	\$827.29	\$770.66	\$85.63	-	-	\$856.29
	1.5 cubic yard bin										
7	1 Time per Week	\$160.86	\$17.87	-	-	\$178.73	\$166.37	\$18.49	-	-	\$184.86
	2.0 cubic yard bin										
8	1 Time per Week	\$193.87	\$21.54	-	-	\$215.41	\$200.40	\$22.27	-	-	\$222.67
9	2 Time per Week	\$355.39	\$39.49	-	-	\$394.88	\$367.15	\$40.79	-	-	\$407.94
10	3 Time per Week	\$516.89	\$57.43	-	-	\$574.32	\$533.89	\$59.32	-	-	\$593.21
11	4 Time per Week	\$678.44	\$75.38	-	-	\$753.83	\$700.68	\$77.85	-	-	\$778.53
12	5 Time per Week	\$840.03	\$93.34	-	-	\$933.37	\$867.50	\$96.39	-	-	\$963.89
13	6 Time per Week	\$1080.22	\$120.02	-	-	\$1200.24	\$1116.07	\$124.01	-	-	\$1240.08
	3.0 cubic yard bin										
14	1 Time per Week	\$258.92	\$28.77	-	-	\$287.69	\$268.05	\$29.78	-	-	\$297.83
15	2 Time per Week	\$469.83	\$52.20	-	-	\$522.03	\$486.17	\$54.02	-	-	\$540.19
16	3 Time per Week	\$680.74	\$75.64	-	-	\$756.38	\$704.29	\$78.25	-	-	\$782.54
17	4 Time per Week	\$891.71	\$99.08	-	-	\$990.78	\$922.47	\$102.50	-	-	\$1024.97
18	5 Time per Week	\$1102.61	\$122.51	-	-	\$1225.12	\$1140.58	\$126.73	-	-	\$1267.31
19	6 Time per Week	\$1415.55	\$157.28	-	-	\$1572.84	\$1464.82	\$162.76	-	-	\$1627.58
	4.0 cubic yard bin										
20	1 Time per Week	\$323.98	\$36.00	-	-	\$359.98	\$334.49	\$37.17	-	-	\$371.66
21	2 Time per Week	\$584.30	\$64.92	-	-	\$649.23	\$602.77	\$66.97	-	-	\$669.74
22	3 Time per Week	\$844.59	\$93.84	-	-	\$938.44	\$871.02	\$96.78	-	-	\$967.80
23	4 Time per Week	\$1104.85	\$122.76	-	-	\$1227.62	\$1139.24	\$126.58	-	-	\$1265.82
24	5 Time per Week	\$1365.12	\$151.68	-	-	\$1516.81	\$1407.47	\$156.39	-	-	\$1563.86
25	6 Time per Week	\$1751.04	\$194.56	-	-	\$1945.60	\$1806.36	\$200.71	-	-	\$2007.07
	5.0 cubic yard bin										
26	1 Time per Week	\$389.10	\$43.23	-	-	\$432.33	\$401.59	\$44.62	-	-	\$446.21
27	2 Time per Week	\$698.74	\$77.64	-	-	\$776.38	\$720.56	\$80.06	-	-	\$800.62
28	3 Time per Week	\$1008.39	\$112.04	-	-	\$1120.44	\$1039.53	\$115.50	-	-	\$1155.03
29	4 Time per Week	\$1318.05	\$146.45	-	-	\$1464.50	\$1358.51	\$150.95	-	-	\$1509.46
30	5 Time per Week	\$1627.96	\$180.88	-	-	\$1808.85	\$1677.75	\$186.42	-	-	\$1864.17
31	6 Time per Week	\$2086.49	\$231.83	-	-	\$2318.32	\$2151.56	\$239.06	-	-	\$2390.62
	6.0 cubic yard bin										
32	1 Time per Week	\$454.21	\$50.47	-	-	\$504.68	\$468.70	\$52.08	-	-	\$520.78
33	2 Time per Week	\$813.18	\$90.35	-	-	\$903.53	\$838.35	\$93.15	-	-	\$931.50
34	3 Time per Week	\$1172.23	\$130.25	-	-	\$1302.47	\$1208.08	\$134.23	-	-	\$1342.31
35	4 Time per Week	\$1531.26	\$170.14	-	-	\$1701.41	\$1577.80	\$175.31	-	-	\$1753.11
36	5 Time per Week	\$1890.78	\$210.09	-	-	\$2100.87	\$1948.02	\$216.45	-	-	\$2164.47
37	6 Time per Week	\$2421.95	\$269.11	-	-	\$2691.06	\$2496.76	\$277.42	-	-	\$2774.18
	Commercial Carts (One Pickup Per Week)										
38	1-32G MSW	\$20.36	\$2.33	-	\$.63	\$23.33	\$21.07	\$2.41	-	\$.63	\$24.11
39	2-32G MSW	\$30.65	\$3.48	-	\$.63	\$34.75	\$31.64	\$3.59	-	\$.63	\$35.86
40	3-32G MSW	\$37.96	\$4.29	-	\$.63	\$42.88	\$39.14	\$4.42	-	\$.63	\$44.19
41	1-64G MSW	\$28.70	\$3.26	-	\$.63	\$32.59	\$29.58	\$3.36	-	\$.63	\$33.57
42	1-96G MSW	\$30.93	\$3.51	-	\$.63	\$35.07	\$31.86	\$3.61	-	\$.63	\$36.10
43	Add'l 96G Cart MSW	\$10.93	\$1.21	-	-	\$12.14	\$11.25	\$1.25	-	-	\$12.50

RECOLOGY BUTTE COLUSA COUNTIES
CITY OF OROVILLE
DEBRIS BOX RATES

		CURRENT RATES EFFECTIVE JANUARY 1, 2024					NEW RATES EFFECTIVE JANUARY 1, 2025				
		AB939					AB939				
Debris Box Service (Per Haul Rate)		Base Rate	Franchise Fee	Hazardous Waste Fee	Compliance Fee	Total Charges	Base Rate	Franchise Fee	Hazardous Waste Fee	Compliance Fee	Total Charges
1	3 Cubic Yards	\$176.40	\$19.60	-	-	\$196.01	\$182.68	\$20.30	-	-	\$202.98
2	6 Cubic Yards	\$230.32	\$25.59	-	-	\$255.91	\$237.97	\$26.44	-	-	\$264.41
3	15 Cubic Yards	\$405.65	\$45.07	-	-	\$450.72	\$417.99	\$46.44	-	-	\$464.43
4	20 Cubic Yards	\$468.34	\$52.04	-	-	\$520.38	\$481.89	\$53.54	-	-	\$535.43
5	30 Cubic Yards	\$637.83	\$70.87	-	-	\$708.70	\$655.56	\$72.84	-	-	\$728.40
6	40 Cubic Yards	\$775.05	\$86.12	-	-	\$861.17	\$795.68	\$88.41	-	-	\$884.09
7	Trip Charge	\$64.63	\$7.18	-	-	\$71.81	\$67.21	\$7.47	-	-	\$74.68
Weight Allowances for Bins (Weight included in Charges above)		Maximum Wt. / Bin Pounds Tons		Excess Weight Charge per Pound Ton			Maximum Wt. / Bin Pounds Tons		Excess Weight Charge per Pound Ton		
8	3 Cubic Yards	825	0.413	\$	0.0303	\$60.56	825	0.413	\$	0.0340	\$67.96
9	6 Cubic Yards	1650	0.825	\$	0.0303	\$60.56	1650	0.825	\$	0.0340	\$67.96
10	15 Cubic Yards	4125	2.063	\$	0.0303	\$60.56	4125	2.063	\$	0.0340	\$67.96
11	20 Cubic Yards	5500	2.750	\$	0.0303	\$60.56	5500	2.750	\$	0.0340	\$67.96
12	30 Cubic Yards	8250	4.125	\$	0.0303	\$60.56	8250	4.125	\$	0.0340	\$67.96
13	40 Cubic Yards	11000	5.500	\$	0.0303	\$60.56	11000	5.500	\$	0.0340	\$67.96

RECOLOGY BUTTE COLUSA COUNTIES
CITY OF OROVILLE
COMPACTOR RATES

		CURRENT RATES EFFECTIVE JANUARY 1, 2024					NEW RATES EFFECTIVE JANUARY 1, 2025				
		AB939					AB939				
Debris Box Service (Per Haul Rate)		Base Rate	Franchise Fee	Hazardous Waste Fee	Compliance Fee	Total Charges	Base Rate	Franchise Fee	Hazardous Waste Fee	Compliance Fee	Total Charges
1	15 Cubic Yards	\$476.38	\$52.93	-	-	\$529.31	\$486.95	\$54.11	-	-	\$541.06
2	20 Cubic Yards	\$590.82	\$65.65	-	-	\$656.47	\$603.14	\$67.02	-	-	\$670.16
3	22 Cubic Yards	\$702.29	\$78.03	-	-	\$780.32	\$717.93	\$79.77	-	-	\$797.70
4	25 Cubic Yards	\$858.07	\$95.34	-	-	\$953.41	\$878.25	\$97.58	-	-	\$975.83
5	30 Cubic Yards	\$942.96	\$104.77	-	-	\$1047.73	\$963.70	\$107.08	-	-	\$1070.78
6	40 Cubic Yards	\$1256.70	\$139.63	-	-	\$1396.34	\$1284.33	\$142.70	-	-	\$1427.03
7	Trip Charge	\$63.41	\$7.05	-	-	\$70.45	\$65.95	\$7.33	-	-	\$73.28
Weight Allowances for Bins (Weight included in Charges above)		Maximum Wt. / Bin		Excess Weight Charge per			Maximum Wt. / Bin		Excess Weight Charge per		
		Pounds	Tons	Pound	Ton		Pounds	Tons	Pound	Ton	
8	15 Cubic Yards	9,000	4.50	0.0303	\$60.56		9,000	4.50	\$0.0340	\$67.96	
9	20 Cubic Yards	12,000	6.00	0.0303	\$60.56		12,000	6.00	\$0.0340	\$67.96	
10	22 Cubic Yards	13,200	6.60	0.0303	\$60.56		13,200	6.60	\$0.0340	\$67.96	
11	25 Cubic Yards	15,000	7.50	0.0303	\$60.56		15,000	7.50	\$0.0340	\$67.96	
12	30 Cubic Yards	18,000	9.00	0.0303	\$60.56		18,000	9.00	\$0.0340	\$67.96	
13	40 Cubic Yards	24,000	12.00	0.0303	\$60.56		24,000	12.00	\$0.0340	\$67.96	

RECOLOGY BUTTE COLUSA COUNTIES
CITY OF OROVILLE
COMMERCIAL - OTHER RATES

		CURRENT RATES EFFECTIVE JANUARY 1, 2024					NEW RATES EFFECTIVE JANUARY 1, 2025				
				Household Franchise	AB939 Hazardous	Total Compliance			Household Franchise	AB939 Hazardous	Total Compliance
		Base Rate	Fee	Waste Fee	Fee	Charges	Base Rate	Fee	Waste Fee	Fee	Charges
Extra Pickups (Per Occurrence)											
1	1.0 Cubic Yard Bin	\$39.07	\$4.34	-	-	\$43.41	\$40.16	\$4.46	-	-	\$44.62
2	1.5 Cubic Yard Bin	\$47.59	\$5.29	-	-	\$52.88	\$48.79	\$5.42	-	-	\$54.21
3	2.0 Cubic Yard Bin	\$57.65	\$6.41	-	-	\$64.06	\$59.02	\$6.56	-	-	\$65.58
4	3.0 Cubic Yard Bin	\$77.54	\$8.62	-	-	\$86.16	\$79.23	\$8.80	-	-	\$88.03
5	4.0 Cubic Yard Bin	\$97.41	\$10.82	-	-	\$108.23	\$99.42	\$11.05	-	-	\$110.47
6	6.0 Cubic Yard Bin	\$137.60	\$15.29	-	-	\$152.89	\$140.27	\$15.59	-	-	\$155.86
Weight Allowances for Bins (Weight included in Charges above)		Maximum Wt. / Bin		Excess Weight Charge per			Maximum Wt. / Bin		Excess Weight Charge per		
		Pounds	Tons	Pound	Ton		Pounds	Tons	Pound	Ton	
7	1.0 Cubic Yard Bin	500	0.250	\$.0303	\$60.56		500	0.250	\$.0340	\$67.96	
8	1.5 Cubic Yard Bin	750	0.375	\$.0303	\$60.56		750	0.375	\$.0340	\$67.96	
9	2.0 Cubic Yard Bin	1,000	0.500	\$.0303	\$60.56		1,000	0.500	\$.0340	\$67.96	
10	3.0 Cubic Yard Bin	1,500	0.750	\$.0303	\$60.56		1,500	0.750	\$.0340	\$67.96	
11	4.0 Cubic Yard Bin	2,000	1.000	\$.0303	\$60.56		2,000	1.000	\$.0340	\$67.96	
12	6.0 Cubic Yard Bin	3,000	1.500	\$.0303	\$60.56		3,000	1.500	\$.0340	\$67.96	
Other Charges											
13	Call Back	\$19.18	\$2.13	-	-	\$21.31	\$19.94	\$2.22	-	-	\$22.16
14	Contamination Charge - Cart	\$26.12	\$2.90	-	-	\$29.03	\$18.00	\$2.00	-	-	\$20.00
15	Contamination Charge - Bin						\$45.00	\$5.00	-	-	\$50.00
16	Overage Charge - Cart						\$18.00	\$2.00	-	-	\$20.00
17	Overage Charge - Bin						\$45.00	\$5.00	-	-	\$50.00
18	Cart Cleaning	\$51.70	\$5.74	-	-	\$57.45	\$53.77	\$5.97	-	-	\$59.74
19	Bin Cleaning	\$96.97	\$10.77	-	-	\$107.74	\$100.85	\$11.21	-	-	\$112.06
20	Cleanup Enclosures	\$64.64	\$7.18	-	-	\$71.82	\$67.23	\$7.47	-	-	\$74.70
21	Supply Lock/Key Charge (Each)	\$32.34	\$3.59	-	-	\$35.93	\$33.63	\$3.74	-	-	\$37.37
22	Container Lock/Key Service (Monthly)	\$9.05	\$1.01	-	-	\$10.06	\$9.41	\$1.05	-	-	\$10.46
	Move Bin For Service (Negotiable)										
	Bulky Item										
23	Trip Fee	\$51.70	\$5.74	-	-	\$57.45	\$53.77	\$5.97	-	-	\$59.74
24	Each Item	\$19.39	\$2.15	-	-	\$21.55	\$20.17	\$2.24	-	-	\$22.41
25	Freon Appliance	\$38.14	\$4.24	-	-	\$42.38	\$39.67	\$4.41	-	-	\$44.08

CITY OF OROVILLE
RESOLUTION NO. 9108

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FRANCHISE AGREEMENT WITH RECOLOGY BUTTE COLUSA COUNTIES EXTENDING THE TERM OF THE FRANCHISE TO THE YEAR 2037 AND A 12% RATE INCREASE TO TAKE EFFECT ON JANUARY 1, 2023

(Agreement No. 3436)

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

1. The Mayor is hereby authorized and directed to execute the Franchise Agreement with Recology Butte Colusa Counties. A copy of the amendment, Exhibit B - SB 1383 Related Matters, and Rate Schedule is attached.
2. The City Clerk shall attest to the adoption of this Resolution.

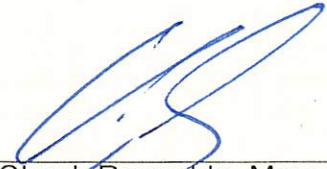
PASSED AND ADOPTED by the Oroville City Council at a regular meeting on November 15, 2022 by the following vote:

AYES: Hatley, Smith, Pittman, Riggs, Goodson, Thomson, Reynolds

NOES: None

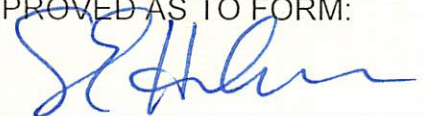
ABSTAIN: None

ABSENT: None



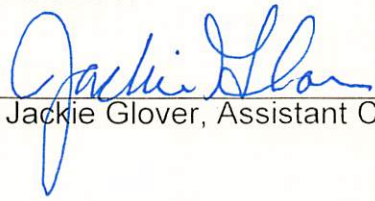
Chuck Reynolds, Mayor

APPROVED AS TO FORM:



Scott Huber, City Attorney

ATTEST:



Jackie Glover, Assistant City Clerk

SOLID WASTE, RECYCLABLES AND ORGANICS FRANCHISE AGREEMENT

This Solid Waste, Recyclables and Organics Franchise Agreement ("Agreement") is entered into as of January 1, 2023, between the City of Oroville, a California municipal corporation ("City"), and Recology Butte Colusa Counties, a California corporation ("Contractor").

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste, Recyclables and Organic Waste handling within their jurisdictions;

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(1), the City Council of the City of Oroville (the "City Council") has determined that the public health, safety and well-being require that an exclusive franchise be awarded to a qualified solid waste, Recyclables and Organic enterprise for the collection of solid waste, Recyclables and Organic Waste within City;

WHEREAS, Contractor has demonstrated the experience and qualifications to arrange with residents and businesses within City for the collection and safe transport of solid waste, Recyclables, and Organic Waste to the facilities designated herein;

WHEREAS, the City Council has determined that the public health, safety and well-being would be best served if Contractor were to be granted an exclusive franchise to provide solid waste, Recyclables and Organic Waste collection services within City;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS.

"Affiliate" means, with respect to a specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person, where "control" means having the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Affiliated Facility" means any facility owned or operated by Contractor or an Affiliate of Contractor.

"Applicable Law" means any and all applicable laws, statutes, codes, ordinances, rules, regulations, judgments, decrees, orders, decisions, permits, permit conditions, mitigation measures, and other requirements of any governmental entity, as in effect from time to time.

"Bulky Waste" means large items of Solid Waste, Recyclable Material and Organic Waste, such as appliances, furniture, trees, branches, stumps and other oversize wastes. Bulky Waste does not include waste that has been placed in a Container.

"Bin" means a metal Container with typical capacity of one (1) to six (6) cubic yards, with a hinged lid, with or without wheels, typically serviced by a front-loading Collection vehicle.

"Cart" means a Toter brand or equivalent plastic cart with 32-, 64- or 96-gallon capacity, with lid and wheels, colored black or grey for Solid Waste, blue for Recyclables, or green for Mixed Organics.

"Commercial Business," means all hotels, motor courts, restaurants, offices or office buildings, stores, warehouses, factories, hospitals, assisted living facilities and all other premises used for functions other than dwelling houses.

"Compost or Organic Waste" has the same meaning as in 14 CCR Section 17896.2(a)(4), and means those materials that are processed in a controlled biological decomposition process, which are source separated from the municipal SOLID WASTE stream. Organic Waste includes food scraps, food soiled paper products, yard trimmings and wood materials and that do not contain hazardous waste.

"Construction and Demolition (C&D) Debris" includes waste building materials, packaging and rubble resulting from construction, remodeling, repair or demolition operations on pavements, houses, commercial and industrial buildings, and other structures and improvements. C&D excludes Excluded Waste.

"Container" or "Containers" means a Cart, Bin or Roll-Off Box.

"Contamination" means placing materials in a container that is labeled and intended for storage of another type of material. For example, placing metals or plastics in a container labeled "yard trimmings" constitutes "contamination". Similarly, placing food scraps in a container labeled "Recyclable Materials" would contaminate Recyclable Materials.

"Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste (as defined in California Water Code Section 13173), volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that Contractor's reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the City's, or Contractor's reasonable opinion would present a risk to human health or the environment, cause a nuisance or otherwise create or expose City, or Contractor, to potential liability. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, electronic waste, and/or latex paint when such materials are defined as allowable materials for collection through the City's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by City or its Designee for collection services.

"Food Waste" Source-Separated discarded organic material consisting of (i) kitchen or table food scraps; (ii) meat, fish, dairy, fruit, grain, or vegetable waste that is generated during or results from the storage, preparation, cooking, or handling of foodstuffs; or (iii) uncoated paper or cardboard of any grade that is soiled with food or liquid. Food Waste does not include bioplastics.

"Franchise Area" means the entire area within the municipal boundaries of the City of Oroville as of the Commencement Date, as the same may thereafter be changed by reason of annexation or de-annexation.

“Governmental Fees” means any and all fees, assessments, taxes, tariffs or other charges required to be paid to any governmental entity either by Contractor in the performance of this Agreement, or by any Affiliated Facility on the disposal, processing, transfer, transport or other handling of material collected by Contractor under this Agreement, provided in each case that Governmental Fees shall not include fines or penalties for violating Applicable Law.

“Hazardous Waste” means any material that is defined, regulated or listed as “hazardous,” “toxic,” a “pollutant,” or words of similar import under any Applicable Laws.

“Maximum Rates” means the maximum rates that Contractor is permitted to charge customers for providing services under this Agreement.

“Mixed Organics” or “Compostables” means Source-Separated discarded organic material consisting of any combination of Yard Waste and/or Food Waste. Mixed Organics is also used as a blanket term meaning Green Waste and/or Food Waste, either collectively or individually.

“Multi-Family” means a residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses. For the avoidance of doubt, Multi-Family Complex includes both single buildings with 5 or more dwelling units and individual buildings that are a part of a complex of buildings under common ownership that are billed collectively for service.

“Person” means any individual, corporation, partnership, joint venture, limited liability company, trust, governmental entity, or other legal entity.

“Recyclables” or “Recyclable Materials” means Source-Separated discarded materials that are reused, remanufactured, or processed. As of the date of this Agreement, “Recyclables” includes, but is not limited to: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office/computer paper, magazines, junk mail, catalogs, brown paper bags, paperboard, paper egg cartons, telephone books, shoe boxes, cereal and other similar food boxes); chipboard; corrugated cardboard; glass containers; aluminum (including food/beverage containers and foil); scrap metal weighing less than ten (10) pounds (without cords or chains and fitting into the container); steel, tin or bi-metal cans; and plastic containers (numbers 1 to 7). Contractor may, with the approval of City (not to be unreasonably withheld), add or remove items from this list. Recyclables does not include Yard Waste, Food Waste, Mixed Organics, or C&D. To be considered Recyclables, paper, cardboard and other fiber items must be dry and not soiled with food or liquid.

“Recycling” means the process of collecting, sorting, cleansing, treating, and reconstituting discarded materials which meet the quality standards necessary to be re-used, remanufactured or processed. The Collection, transportation, or Disposal of SOLID WASTE not intended for, or capable of, reuse is not Recycling.

“Rolloff Box” means a metal Container with a typical capacity of twenty (20) to forty (40) cubic yards, without lid or wheels, typically serviced by a roll-off Collection vehicle

“Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.

“Solid Waste” or “Municipal Solid Waste” means putrescible and non-putrescible solid, semi-solid and liquid wastes, including trash, refuse, paper, rubbish, ashes, industrial wastes, construction and demolition debris, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid waste, and other discarded solid and semi-solid waste. Solid Waste does not include Excluded Waste or Recyclable Materials, Food Waste, Yard Waste, or Construction and Demolition Debris which have been Source-Separated for Collection. For the avoidance of doubt, Solid Waste includes materials that would be Recyclable Material, Food Waste, Yard Waste, or Construction and Demolition Debris, but for the fact that such materials have not been Source Separated.

“Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the solid waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling, composting, reuse, or other diversion from landfill.

“WST Index” means the Consumer Price Index, All Urban Consumers, Water and Sewer and Trash Collection Services. U.S. City Average, Seasonally Adjusted, Series ID: CUSR0000SEHG, published by the U.S. Department of Labor, Bureau of Labor Statistics. If this index is discontinued, it shall be replaced by the index that most closely resembles it over the ten (10) years before discontinuation.

“Yard Waste” means Source-Separated discarded organic material consisting of trees, branches, shrubs, grass, leaves, lawn clippings, prunings, weeds and other vegetative waste, provided that no item is longer than three feet (3') in its longest dimension or six inches (6") in diameter. Yard Waste does not include bricks, rocks, gravel, concrete, sod, large quantities of dirt, loose fruits and vegetables, stumps, palm fronds, oleander, or pet waste.

2. TERM

The term of this Agreement (the “Term”) shall commence on January 1, 2023 (the “Commencement Date”) and continue for a period of fifteen (15) years, through December 31, 2037, unless extended or earlier terminated as provided herein. Effective as of January 1, 2034 and each January 1 thereafter, the Term shall automatically and without any further action by either party be extended for one (1) additional year, unless either party has provided written notice to the other on or before such January 1 date that it does not wish the Term to be so extended. For example, if the first such notice is given in July 2036, then the Term would continue until December 31, 2039, unless earlier terminated as provided herein. For the avoidance of doubt, this Agreement shall become a contractually binding obligation of each party upon its execution by both parties. The parties intend for the Solid Waste Collection and Disposal Franchise Agreement between City and Contractor dated July 6, 1993, as amended, (the “Prior Agreement”) to remain in effect and govern the rights and obligations of the parties through midnight on December 31, 2022, at which time the Prior Agreement shall be deemed to have been terminated by mutual agreement of the parties.

3. EXCLUSIVITY OF FRANCHISE

3.1 Grant of Exclusive Franchise. City hereby grants to Contractor the exclusive franchise, right and privilege to collect, transport and remove all Solid Waste, Recyclables, Yard Waste, Food Waste, Mixed Organics and Construction & Demolition Debris generated or

accumulated within the Franchise Area. The extent of this grant of shall be subject to any limitations imposed by Applicable Law, and to Section 3.2.

3.2 Exceptions to Exclusivity. The exclusive franchise, right and privilege set forth in Section 3.1 shall not apply to the collection, transport and removal of the following categories of materials, provided that such collection, transport and removal (including the destinations to which the materials are delivered) are performed in accordance with applicable City ordinances and other Applicable Law:

(a) Solid Waste, Recyclable Material, Yard Waste and/or C&D waste generated at a premises that is transported personally by the owner or occupant of such premises (or by his or her full-time employees) to an appropriate and fully permitted Recycling, Composting or disposal facility.

(b) Recyclables generated by a Person and sold by such person to a buyer in a bona fide purchase and sale transaction, where the generator receives net positive consideration from the buyer in respect of such Recyclables, taking into account all consideration received and/or paid by the generator in respect of such Recyclables, including hauling fees, rental charges, logistics fees, discounts, etc.

(c) Construction & Demolition Debris generated by a construction or demolition contractor that is removed by such contractor, using the contractor's own vehicles and employees, as an incidental part of the overall service provided by such contractor, rather than as a hauling service.

(d) YardWaste generated by a gardening, landscaping or tree trimming contractor that is removed by such contractor, using the contractor's own vehicles and employees, as an incidental part of the overall service provided by such contractor, rather than as a hauling service.

(e) Items such as appliances, furniture, mattresses, or electronics removed from a premises by a vendor of such items, using the vendor's own vehicles and employees, as an incidental part of the service of delivering a replacement item purchased from such vendor to such premises, rather than as a hauling service.

3.3 Right to Collect Excluded Waste. Contractor shall have the non-exclusive right under this franchise, but is not obligated to, collect, transport and dispose of Excluded Waste generated or accumulated within City. To the extent Contractor exercises such right, the terms and conditions (including rates) for such services shall be as mutually agreed by Contractor and each customer.

4. BASIC COLLECTION SERVICES

4.1 General. Contractor shall offer three (3) Container Solid Waste, Recyclable Materials, and Mixed Organics service set forth herein to all Single-Family, Multi-Family and Commercial premises within the Service Area. All recurring services shall be provided on a subscription basis and Contractor and City acknowledge that all property owners within the Service Area are required to subscribe to service pursuant to City Ordinance No. 1861, at rates not exceeding the Maximum Rates set forth on Exhibit A. The available Container types and sizes, and the available frequencies of collection, shall be as set forth on Exhibit A. Unless a customer has been granted a waiver by City, all customers are required to participate in the City of Oroville's

3 container system for Solid Waste, Recyclables and Mixed Organics service. Contractor shall offer C&D collection services set forth herein to all Single-Family, Multi-Family and Commercial premises within the Service Area on an on-call basis.

4.2 Collection Frequency. Contractor shall collect Solid Waste and Mixed Organics from Single-Family customers on a weekly basis and Recyclables from Single-Family customers on a bi-weekly basis. Contractor shall collect Solid Waste and Recyclables from Multi-Family and Commercial customers on the frequency subscribed for by the customer, but no less than once per week. Contractor shall collect Mixed Organics from Multi-family and commercial customer on a weekly basis.

5. MANNER OF COLLECTION

5.1 Orderly Collection. In making collections, Contractor shall avoid crossing private or public planted areas and climbing or jumping over hedges and fences. After removing waste from any Cart or Bin, Contractor shall return the Container to its designated position with its cover on. Contractor shall close all gates opened by it while making collections.

5.2 Litter & Spills. Contractor shall not litter any private or public property in making collections of waste, nor shall it allow any fluid, leachate or waste to spill, leak or fall from collection vehicles. If in spite of normal precautions, fluid, leachate or waste spills, leaks or falls on any premises or public property, Contractor shall promptly clean up the same. Clean-up of hydraulic fluid, motor oil, or similar fluids means application of absorbents to mitigate the effects of the fluid, and does not include removing any stain that may remain after such absorbents have been applied.

6. COLLECTION DAYS AND HOURS

6.1 Collection Hours. Contractor's collections shall not start before 6:00 AM in any residential area or 5:00 AM in any non-residential area, or continue after 6:00 PM, unless such later collection is necessitated by emergency or other special circumstances. Contractor's personnel shall make collections as quietly as reasonably possible.

6.2 Holiday Collection. If a customer's regularly scheduled collection day falls on Thanksgiving Day, Christmas Day, New Year's Day, or any other legal holiday, Contractor may provide collection service to such customer on the work day next following such holiday. If Contractor elects to adjust its collection schedule as stipulated herein, all subsequent collection days during that holiday week may be moved back one (1) day in the discretion of Contractor, after Contractor has provided prior written notice to the affected customers.

6.3 Schedule Changes. Before any change to Single-Family customers' regular collection day, Contractor shall give the affected customers at least one (1) week's prior written notice of the change.

7. SETOUT REQUIREMENTS

7.1 General. Contractor may refuse to collect a Container for any of the following reasons: (i) setout not in compliance with the City Code; (ii) setout in improper location (see

Section 7.4); (iii) Container overweight or lid not fully closed; or (iv) Contractor has reason to believe the Container contains Excluded Waste.

7.2 Non-Collection Notice. When a Container is not collected for any of the above reasons, Contractor shall leave a tag attached to the Container (if accessible to Contractor) clearly identifying the reason for non-collection. If, after Contractor has placed a non-collection tag, the customer requests that Contractor return to collect the Container (properly set-out, and with any Contamination removed), then Contractor shall collect such Container within one (1) business day of the customer's request, and shall be entitled to charge the customer the "go-back" service fee referred to in Exhibit A.

7.3 Contamination. A Solid Waste, Recyclable Material or Mixed Organics Container shall be deemed contaminated if by visual or video inspection it appears to contain at least the following percentage of Contamination by weight or volume: Recyclables fifteen percent (15%), Mixed Organics three percent (3%). Contractor shall take the following steps for contaminated Containers:

(a) 1st occurrence: Contractor shall collect the contaminated Container and notify the customer of the Contamination problem. The notice (which may be a tag affixed to the Container) shall include instructions for proper sorting and warn the customer that they may be subject to contamination fees and/or other measures if they do not correct the problem.

(b) 2nd occurrence: Contractor shall collect the contaminated Container and notify the customer of the Contamination problem, and may charge the customer a contamination fee as forth in Exhibit A. The notice (which may be a tag affixed to the Container) shall include instructions for proper sorting and warn the customer that they may be subject to contamination fees and/or other measures if they do not correct the problem.

(c) 3rd & subsequent occurrence: Contractor may either (i) refuse to collect the contaminated Container, (ii) collect the contaminated Container and charge the customer a contamination fee as set forth in Exhibit A, or (iii) for Commercial and Multi-Family customers, collect the contaminated Container as Solid Waste and charge the customer the then-applicable extra pick-up fee as set forth in Exhibit A. Additionally or alternatively, Contractor may, after notifying the customer, remove some or all of the customer's Recyclables/Mixed Organics Container(s) and discontinue providing the customer Recyclables/Mixed Organics service for up to 1 year. After 1 year, or a shorter period if appropriate, the customer may request Contractor to reinstate the discontinued service, and if Contractor does so Contractor may charge the service restart container redelivery fee as specified in Exhibit A. In each case, Contractor shall notify the customer (which may be through a tag affixed to the Container) of the reason for the action.

(d) Counting occurrences: Occurrences after the 1st occurrence shall be counted as subsequent occurrences only if they occur within 12 months of the 1st. If 12 months have passed since the last occurrence, the next occurrence shall be the 1st occurrence. Occurrences for Recyclables shall be counted separately from those for Mixed Organics.

7.4 Container Accessibility. Contractor shall not be required to collect Carts from any location other than curbside (i.e. within three feet (3') of the curb or paved roadway). Contractor shall not be required to collect Bins or Drop Boxes from any location other than the location mutually agreed by Contractor and the customer. If Contractor is required to move a Cart or Bin more than ten feet (10') in order to service it, Contractor may charge a distance charge at the rate set forth on Exhibit A. Contractor shall only be required to collect a Container if access thereto is

safe and unobstructed, unless the customer has subscribed for lock service at the rate set forth on Exhibit A.

7.5 Roads. Contractor shall only be required to provide collection service to customers on City-maintained roads, and (if the property owner signs a reasonable road damage liability waiver) on non-City maintained private roads that do not present a risk of injury or damage to persons or property.

7.6 Free On-Premises Service. Contractor shall at no additional charge collect Carts from the side yard or back yard of a Single-Family premises, if all adults residing at the premises have disabilities that prevent them from setting out their carts at the curb. To receive this free service, the customer must apply to Contractor at least two (2) weeks in advance and submit such documentation as Contractor may reasonably request confirming their eligibility. Contractor may require customers to reconfirm their eligibility periodically, but no more frequently than annually.

8. CUSTOMER SERVICE

8.1 Local Office. Contractor shall maintain its principal office for rendering services under this Agreement in the City and shall keep this office open during regular business hours on regular collection days, at which customers may contact Contractor. This office shall be staffed by competent personnel who shall have the authority to represent Contractor in its relations with the public. Contractor shall maintain sufficient personnel and call capacity to receive and answer the normal volume of telephone calls courteously, quickly and expeditiously.

8.2 Service Complaints. Customers may submit complaints to Contractor by mail, email, telephone or in person. If City receives any complaints about Contractor's services, City shall refer such complaints to Contractor. Contractor shall use commercially reasonable efforts to resolve all complaints by the close of business of the second (2nd) business day after the date the complaint is received. Service complaints may be investigated by the City Manager or his/her designee if a resolution satisfactory to the complainant and the Contractor is not reached, and the complainant refers the matter to the City Manager or his/her designee for review.

8.3 Complaint Records. Contractor shall maintain records listing the date of all customer complaints received, the name and address of the customer, the nature of the complaint, and when and what action was taken by the Contractor to resolve the complaint. All such records shall be maintained for at least twenty-four (24) months. Contractor shall provide complaint records to City upon request.

9. VOUCHER PROGRAM

Contractor shall provide two vouchers per year to Single Family and Multi-Family customers at no charge that are redeemable at the Oroville Transfer Station to be utilized by residents to dispose of Solid Waste. Proof of residency shall be required and restrictions on the types and volume of material to be disposed of using the vouchers shall be determined by Contractor and included on the terms of the voucher provided to residents. The customer shall be responsible for any disposal charges for material in excess of the type and amount permitted under the terms of the voucher.

10. Compliance Plan

10.1 On or before September 30, 2023 and each September 30 thereafter, Contractor, at its own expense, must prepare and submit an annual (Calendar Year) Compliance Plan ("Plan"), which will guide Contractor's work efforts. This Plan will include measures to meet diversion targets, increase diversion, and increase participation of Service Recipients in Recycling and Organic Waste programs, and should target certain materials or "problem" areas, including Recycling and Mixed Organics sorting and Contamination, within Contractor's Service Area where improvements can be maximized. Planned outreach and education services, and outreach materials should be included as part of the Plan and updated annually. Targets of outreach should be based on local Solid Waste trends from data obtained by both the City and Contractor, and other reputable sources. Contractor will maintain current and state-of-the-art public outreach and education services throughout the term of this Agreement by providing outreach materials to Service Recipients electronically (via email and social media) in addition to print. Contractor must submit first year draft Plan to the City by June 30, 2023. City will review and provide revisions to draft Plan within thirty (30) days of receipt. Contractor must revise and submit final Plan to City by September 30, 2023. The Compliance Plan must include the following:

10.2 City-specific website. Contractor shall maintain a City-specific website that fully explains the Contractor's Collection Services and Service Rates, the diversion options available, and allows Service Recipients to submit service changes, inquiries, complaints, or queries. The website must describe and promote the use of the available Recyclable Materials and Organic Waste services in the City. Contractor's local website must provide information specific to the City's programs. Contractor will ensure that information provided on the website is maintained and up to date. Content will include proper container set out, educational materials, newsletters, and program descriptions. Contractor's website shall include all information set forth in 14 CCR Division 7, Chapter 3, Article 4, Section 18985.1 (a), including the list of edible food recovery services.

10.3 Available Services Notice and Information. At least annually Contractor must publish and distribute (by mail or electronically) a notice to all Service Recipients regarding the full range of services offered by Contractor and City. The notice must contain at a minimum (i) clear descriptions of the materials to be Collected, (ii) procedures for setting out materials, (iii) the days when Garbage Collection Services and Organic Waste Collection Services will be provided, (iv) Contractor's local customer service phone number, (v) instructions on the proper filling of Containers, (vi) instructions as to what materials may or may not be placed in Recyclable Materials or Organic Waste Containers, (vii) how to select container sizes to maximize diversion, (viii) participation in Recycling and Organic Waste programs, (ix) the charges for Overage and Contamination in the event of non-compliance, (x) the availability of on-premises Collection Services, including the availability of no-charge on-premises Collection Services for qualified persons, (xi) Large Items Collection Services; and other services described in this Agreement at the direction of the City. The notice must be provided in English, and Spanish, and must be distributed by Contractor no later than October 1 of each year. The Notice shall include the information described in 14 CCR Division 7, Chapter 3, Article 4, Section 18985.1 (a).

10.4 Contractor must implement public education and outreach in conformance with applicable laws (e.g., SB 1383, AB 1826, AB 827, AB 939, AB 341, AB 1594, etc.) and in coordination with the City. Contractor shall attend public events and host booths to promote education and awareness. Contractor will work with City to identify which special events will be attended. Contractor, together with City, shall work with local media to ensure information on new programs, events, Recycling, Organic Waste Mixed Organics etc. is communicated to the community.

Contractor shall use a variety of options such as local paper, news, websites, Homeowners Associations, schools and civic groups to distribute information and education about City Solid Waste programs, and events. Contractor shall distribute educational material to Service Recipients a minimum of once a quarter by mail or electronically. These materials should include tips on Recycling properly, use of Organic Waste Mixed Organics containers, Composting, battery and electronics education, prevention of Contamination issues, proper Container placement, resource information, and Household Hazardous Waste education.

11. CITY SERVICES

Contractor shall provide services to City-owned facilities on a subscription basis at rates not exceeding the then-applicable Maximum Rates for such services, provided, however, that Contractor shall provide City an annual credit to offset the cost of such services. The annual credit shall be in the annual amount of seventy-five thousand dollars (\$75,000) for calendar year 2022. On January 1, 2023, and each January 1 thereafter, the annual amount of the credit shall be adjusted by the annual percentage change in the WST Index, calculated as provided in Section 17.2. Unused credit amounts shall not carry over to subsequent years.

12. SB 1383 RELATED MATTERS

Contractor shall provide the services identified in Exhibit B to support City's implementation of the Short-lived Climate Pollutants (SLCP): Organic Waste Reductions regulations adopted by the California Department of Resources Recycling and Recovery pursuant to SB 1383.

13. FACILITIES TO BE USED

Contractor shall initially deliver all material collected hereunder as Solid Waste to the Recology Ostrom Road Landfill, located at 5900 Ostrom Road, Wheatland, CA, all material collected hereunder as Recyclables to the Recology Yuba-Sutter Materials Recovery Facility located at 3001 North Levee Road, Marysville, CA all material collected hereunder as Green Waste, Food Waste or Mixed Organics to the Recology Ostrom Organics composting facility located at 5900 Ostrom Road, Wheatland, CA, and all material collected hereunder as C&D to one or more C&D processing facilities selected by Contractor. Contractor may use the Recology Butte Colusa Counties Transfer Station located at 2720 South Fifth Avenue, Oroville, CA, or any other transfer station, to affect such deliveries. Contractor shall pay each such facility the then-applicable tip fee for disposal, processing, or transfer (as the case may be) of such material. Contractor may at its option elect to deliver Solid Waste, Recyclables, Green Waste, Food Waste and/or Mixed Organics to any other facility.

14. COLLECTION EQUIPMENT

14.1 Vehicles. Contractor shall provide a sufficient number of vehicles to provide the collection services it is required to provide under this Agreement. All vehicles used by Contractor under this Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted. The "Recology" name and Contractor's telephone and vehicle numbers shall be visibly displayed on its vehicles. Loads shall be kept completely covered at all times except when material is being loaded or unloaded, or when vehicles are empty or in the process of collection. The noise level generated

by collection vehicles during the stationary compaction process shall be such that it does not unreasonably interfere with the quiet enjoyment of nearby properties.

14.2 Containers. The Maximum Rates set forth on Exhibit A for Cart, Bin and Roll Off Box service include provision of one (1) Container of the size subscribed for by the customer, at no additional charge to the customer. The customer may order additional Containers at a rate not exceeding the Maximum Rate set forth on Exhibit A (i.e. the Additional Cart rate for Single-Family customers, or the standard rate for the Container for Commercial/Multi-Family customers). Contractor shall only be required to collect waste from Contractor-provided Containers, but may elect to service customer-owned Containers. By October 1, 2021, Contractor shall ensure that each Single-Family customer has at least three (3) Carts, one (1) each for Solid Waste, Recyclables and Mixed Organics. Containers damaged or destroyed by the carelessness of the customer are the responsibility of the customer. Containers that wear out through ordinary use or are damaged during collection operations shall be replaced by Contractor.

14.3 Equipment List. Not more than once per year, upon City's request, Contractor shall provide City a written list of (i) all vehicles being used by Contractor within the Franchise Area, including type, make, model, age, and mileage, and (ii) the number and types of Containers being used by Contractor within the Franchise Area. Contractor's vehicles used under this Agreement shall be subject to inspection by City on a semi-annual basis but shall not be subject to any permit fees therefor.

15. BILLING AND PAYMENT

15.1 Billing For Services. Contractor shall bill all customers in the Franchise Area for services provided pursuant to this Agreement at rates not exceeding the Maximum Rates set forth on Exhibit A, as adjusted from time to time in accordance with this Agreement. Contractor shall provide itemized bills, distinctly showing charges for all classifications of services provided to the customer, including charges for late payments, where applicable.

15.2 Frequency. Customers may be billed monthly or quarterly and in advance or in arrears. If a customer not previously receiving collection service initiates service, the charges for collection service for the period between the commencement of service and the end of the then-applicable billing period may be added to the next billing period.

15.3 Delinquent Accounts. Accounts shall be considered delinquent if not paid in full within thirty (30) days of the invoice date. Contractor may charge customers with delinquent accounts a late fee of \$15.00, as well as interest of one and one half percent (1.5%) per month (compounded annually) from the time the account became delinquent. Contractor may stop service to delinquent accounts and may use the City's lien process, a collection agency, or any other legal method to collect from delinquent accounts. If Contractor submits the delinquent account to City for lien, Contractor may charge the customer an additional late fee of \$50.00.

15.4 Lien Procedure. On or before January 31 of each year, Contractor shall provide City with a listing of all delinquent accounts in the Franchise Area, together with a formal request for reimbursement of same. Such listing shall be in a form approved by City. The amount of a delinquent bill includes all late fees and interest. On the first Monday in March of each year, City shall, with respect to each then-delinquent bill, place a lien on the lot or parcel of land to which Contractor's services were rendered, providing for payment in full of the delinquent bill through the property tax rolls, and shall record such lien with the county recorder. To the extent City receives any payment from the customer or county with respect to the delinquent bill, City shall

remit such amounts to Contractor within thirty (30) days. This section shall survive the expiration or earlier termination of this Agreement until such time as Contractor has been reimbursed in full for all delinquent bills.

15.5 Vacation Holds. Upon customer request at least two (2) weeks in advance, Contractor shall place a "vacation hold" on the customer's account, for a period no less than one (1) week in length. Contractor shall suspend recurring weekly services to the customer during the "vacation hold" period, and shall credit the customer's account for the suspended service (typically $\frac{1}{4}$ of the monthly charge for weekly collection). Each customer may utilize the "vacation hold" service for a combined period of up to four (4) weeks each calendar year.

16. FRANCHISE FEES

16.1 General. As consideration for the exclusive collection franchise granted hereunder, Contractor shall pay to City a franchise fee (the "Franchise Fee"). The Franchise Fee shall initially be ten percent (10%) and shall be calculated as one-eleventh (1/11th) of Contractor's Gross Revenue. The Franchise Fee shall be due and payable quarterly within forty-five (45) days following the end of each quarter, with the first payment being due February 14, 2022 for the 4th quarter of 2021.

16.2 Gross Revenue. "Gross Revenue" means all amounts collected from customers for the provision of services pursuant to this Agreement, net of (a) sales, excise or other taxes required to be collected from customers and paid to a governmental agency in connection with the provision of such services, if accompanied by a tax return or similar statement evidencing the amount of such taxes, and (b) any refunds to customers. Gross Revenue does not include (i) revenues generated from the sale of Recyclables, (ii) revenue from late fees or similar finance charges charged to customers, or (iii) amounts received from governmental authorities with respect to the services provided under this Agreement (such as curbside payments or grants), except in the governmental authority's capacity as a customer hereunder.

16.3 Changes. City may modify the Franchise Fee from time to time provided that (i) the modification takes effect on July 1, at the same time as the annual rate adjustment, (ii) City gives Contractor at least ninety (90) days prior written notice of the Franchise Fee modification, and (iii) Maximum Rates are adjusted commensurately, concurrently with the effective date of the modified Franchise Fee, so as to pass through the Franchise Fee modification. Contractor shall not be required to pay the modified Franchise Fee unless and until all the foregoing steps have been taken.

16.4 Audit. No more than once every five (5) years, City may elect to have an audit of Contractor's Franchise Fee payments conducted at City's expense by an independent certified public accountant selected by City. Each such audit shall evaluate whether Franchise Fees have been correctly calculated and paid to City during the preceding five (5) years. If the audit shows an underpayment, Contractor will pay the shortfall within thirty (30) days. If the audit shows an underpayment of more than three percent (3%), Contractor shall reimburse the cost of the audit, up to a maximum of \$10,000. If the audit shows an overpayment, Contractor may deduct the overpayment from future Franchise Fee payments to City.

17. HOST FEE

Contractor shall pay to City a host fee (the "Host Fee") of ten percent (10%) of the gate fees paid to Contractor by third parties unaffiliated with Contractor for disposal of Solid Waste at

the Oroville Transfer Station (the "Third Party Gate Fees"). The Host Fee shall be calculated as one-tenth (1/10th) of the Third Party Gate Fees and shall be paid to the City on a quarterly basis consistent with the payment of the Franchise Fee. As of the date of this Agreement, the parties are unaware of any other obligation by Contractor to pay a fee to City as consideration for the operation of the Oroville Transfer Station. In the event that after the date of this Agreement the parties become aware of any such obligation other than what is described in this Section 17, the Host Fee shall be automatically reduced without any action of the parties by the amount of such other fee or fees.

18. RATES

18.1 General. Contractor shall be entitled to set rates for all services provided pursuant to this Agreement, provided that such rates do not exceed the Maximum Rates set forth on Exhibit A, as adjusted from time to time in accordance with this Agreement. Any reference in this Agreement to Maximum Rates or Exhibit A shall be deemed to refer to Maximum Rates or Exhibit A as so adjusted. As of the Commencement Date, the Maximum Rates shall be as set forth on Exhibit A.

18.2 Annual Index Adjustment. Effective January 1, 2024 and each January 1 thereafter, the Service Cost component of each Maximum Rate shall be adjusted by the year-over-year percentage increase (if any) in the WST Index. The year-over-year percentage increase in the WST Index shall be calculated by comparing the average value of the WST Index over the 12 months ending on the October 31 immediately prior to the January 1 adjustment date, to the average value of the WST Index over the 12 months preceding such period. If such calculation yields a negative value, the year-over-year percentage change in the WST Index shall be deemed to be zero, and there shall be no adjustment under this section for the year in question. By the November 30 immediately prior to the January 1 adjustment date, Contractor shall submit to City, for City's confirmation, Contractor's calculation of the WST index adjustment, the supporting index data, and the resulting Maximum Rates. Notwithstanding the foregoing, the adjustment to the Service Cost component made pursuant to this Section 18.2 shall not exceed 4.0% for the adjustments to become effective January 1, 2024 and January 1, 2025 only. For the avoidance of doubt, the foregoing cap on the annual index adjustment shall not apply to the rate adjustment to become effective January 1, 2026 or any subsequent rate adjustments.

18.3 City Confirmation. Maximum Rate adjustments in accordance with Section 17.2 shall take effect automatically, without the need for approval by the City Council or City staff. Nevertheless, City staff shall conduct an administrative review of the information submitted by Contractor under Section 17.2 to confirm whether Contractor's calculations are accurate. If City staff determine that there is an inaccuracy, they shall notify Contractor in writing of the same with fifteen (15) days after Contractor's submission. Thereafter, the parties shall cooperate in good faith to resolve and if necessary, correct the inaccuracy.

18.4 Extraordinary Adjustments.

(a) If, after the date of execution of this Agreement, there occurs any change in (i) Applicable Law, (ii) Governmental Fees, (iii) the boundaries of the Franchise Area, (iv) the number of Generators (but only if it is an increase that causes Contractor to incur additional capital expenditures, such as a new route to accommodate growth), (v) the facilities available to Contractor, or (vi) any other material change (each, an "Eligible Event"), and such Eligible Event results in an increase in Contractor's costs of performing its obligations under this Agreement or

a decrease in Contractor's revenues from this Agreement, then Contractor may apply to the City for an extraordinary adjustment to Maximum Rates.

(b) A change in the facilities available to Contractor (item (v) above) shall be deemed to occur if a facility being used by Contractor ceases or suspends operation (e.g. due to closure, destruction, or damage), becomes unable to accept the material delivered by Contractor, or (in the case of third party facilities) refuses to accept such material, provided, however, that in the case of C&D processing facilities, such an event will be deemed in a change in the facilities available to Contractor only if no other C&D processing facility is available to Contractor within fifty (50) miles of City.

(c) An increase in an Affiliated Facility's cost of disposal, processing, transfer, transport or other handling of material collected by Contractor under this Agreement shall be deemed to be an increase in Contractor's costs of performing its obligations under this Agreement. Increased costs of a general of facility-wide nature (e.g. capital improvements required by new laws, or a Governmental Fee imposed on the facility as a whole rather than on a per-ton basis) shall be allocated to City on a pro rata basis.

(d) Contractor's application for an extraordinary adjustment shall be in writing and shall contain a written explanation of the Eligible Event, the increase or decrease in Contractor's costs or revenues resulting from the Eligible Event, and the adjustment in Maximum Rates that Contractor proposes to offset the effect of the Eligible Event. Contractor shall provide such additional information as City may reasonably request in order to evaluate Contractor's application.

(e) If Contractor provides substantial evidence that (i) an Eligible Event has occurred or will occur, (ii) the Eligible Event increased Contractor's costs of or decreased Contractor's revenues from this Agreement, and (iii) the amount of any increased costs (and if applicable the method of allocating them to City) is reasonable, then Contractor shall be entitled to an increase in Maximum Rates in an amount sufficient to cover Contractor's increased costs (plus a profit margin calculated by dividing the increased costs by an operating ratio of 0.89) or decreased revenues resulting from the Eligible Event, whether incurred before or after submission of Contractor's application or implementation of the extraordinary adjustment.

(f) City shall use its best efforts to ensure that Maximum Rates are so increased within sixty (60) days after Contractor submits its application. If City fails to do so, then the adjustment shall be increased to account for the shortfall in revenues resulting from the delay, plus interest on the shortfall at the then-applicable Wall Street Journal Prime Rate plus two percent (2%).

18.5 Changes in Scope. If City wishes Contractor to change its services under this Agreement (including changes to enable City to comply with changes in Applicable Law), or to provide new services, then City shall notify Contractor in writing, and the parties shall negotiate in good faith for a period of sixty (60) days the terms of such new or changed services and the compensation payable to Contractor with respect to such new or changed services. Contractor shall not be required to begin providing such new or changed services until the City Council has

adopted Maximum Rates mutually agreed by City and Contractor to compensate Contractor for such new changed services, and such Maximum Rates have taken effect.

18.6 Calculations. All changes in Maximum Rates shall be rounded to the nearest cent (\$.01) and all percentages shall be rounded to the nearest one-tenth of one percent.

19. RECORDS & INSPECTION

19.1 Service Records. Contractor shall maintain all records generated by it in the ordinary course of business relating to the services provided hereunder, including customer lists, billing records, route maps, service records, financial records, operating statistics, and customer complaints. Such records shall be kept for at least five (5) years from the date of generation of each record, except that customer complaints need only be maintained for twenty-four (24) months as provided in Section 8.3.

19.2 Inspection. The City or its agent shall have the right, upon ten (10) business days' prior written notice, to inspect all such records that reasonably relate to this Agreement, for the purpose of verifying Contractor's compliance with this Agreement. Such records shall be made available to City for inspection at Contractor's regular place of business during Contractor's regular business hours.

19.3 Confidentiality. To the maximum extent permitted by Applicable Law, and subject to Section 19, City shall treat as confidential and not disclose all information made available by Contractor pursuant to Section 18.2, and all other information provided by Contractor to City that is marked "confidential" or "proprietary." City shall not use any such information except for purposes of verifying Contractor's compliance with this Agreement or performing City's obligations under this Agreement.

19.4 Customer Lists. At City's request upon reasonable prior notice, Contractor shall provide City the names of all customers of Contractor within the Franchise Area, the customer's address, the types of service provided to that customer, the number and type of Containers provided to such customer, and whether the customer is delinquent in payments.

20. PUBLIC RECORDS

Contractor acknowledges that City is subject to the California Public Records Act, Government Code Section 6250 et seq., and that unless a particular record is exempt from disclosure under the Public Records Act or other applicable statute, it must be disclosed to the public by City upon request. If City receives a request for disclosure of Contractor information under the Public Records Act, City shall promptly notify Contractor in writing of such request, and shall not disclose such information until at least five (5) business days after such notice has been given. If Contractor believes the information is exempt from disclosure, Contractor may at its own cost file suit to prevent the information from being disclosed. If Contractor does so, City shall not disclose such information until the matter has been decided by a court of competent jurisdiction. Any reasonable costs incurred by City in connection with such a suit brought by Contractor shall be borne by Contractor, unless City chooses to mount its own defense, independent of Contractor.

21. REPORTING

21.1 Annual Reports. On or before March 1, 2022 and each March 1 thereafter, Contractor shall submit to City an annual report for the prior calendar year containing at a minimum the following information:

- (a) Total tons of Solid Waste, Recyclables, Mixed Organics and C&D collected in prior year, allocated between Residential cart service, commercial cart and bin service, roll-off and compactor service.
- (b) Estimated diversion rates for Recyclables, Mixed Organics, and C&D in prior year, and basis for estimates (e.g., facility recovery rate, waste characterization studies, etc.)
- (c) Estimated diversion rate for all material collected in prior year, and how calculated
- (d) Total Solid Waste, Recyclable Material and Mixed Organics customers by line of business (i.e., Single-Family, Multi-Family, Commercial) and service level as of December 31
- (e) Percentage of Multi-Family and Commercial customers that have been provided for each of Recyclables and Mixed Organics collection service, as of December 31
- (f) Summary of public education and outreach activities in prior year
- (g) Total Gross Revenue generated and Franchise Fees payable in prior year

The parties may by mutual written agreement add to or modify the above requirements.

19.2 Quarterly Reports. The City reserves the right to require more frequent reporting by the Contractor (e.g., quarterly reports) of information for purposes of documenting progress toward meeting it AB 1383 reporting requirements or other purpose deemed necessary by the City.

21.2 CERCLA Defense Records. City views the ability to defend against CERCLA and similar litigation as a matter of great importance. Therefore, City regards the ability to prove where Solid Waste collected in the Service Area was taken for disposal to be a matter of concern. Contractor shall maintain records of where Solid Waste collected in the Service Area was landfilled (and therefore establish where it was not landfilled). Contractor shall maintain such records for a minimum of ten (10) years after expiration or earlier termination of this Agreement.

22. INDEMNIFICATION

22.1 General Indemnification. Contractor shall defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (collectively, "Indemnitees") from and against any and all claims, suits, proceedings, liabilities, damages, losses, penalties, and costs and expenses incidental thereto (including reasonable attorney's fees) (collectively, "Claims") arising or resulting from injury to or death of any person or damage to property, in each case to the extent caused by Contractor's breach of this Agreement, or Contractor's violation of Applicable Law, negligence or willful misconduct in connection with this Agreement, in each of the foregoing cases, except to the extent such Claims are caused by the violation of Applicable Law, negligence or willful misconduct of any Indemnitees, and except as expressly prohibited by statute. The foregoing indemnity shall apply if the Claim is caused by the joint negligence of any Indemnitees and Contractor, but only to the extent of Contractor's negligence.

22.2 Hazardous Substance Indemnification. Contractor shall defend, indemnify and hold harmless the Indemnitees from and against any and all Claims arising or resulting from the

release or threatened release by Contractor or any Affiliated Facility of any Hazardous Waste in connection with Contractor's performance of this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold harmless and indemnify Indemnitees from liability. For purposes of this subsection, "Claims" includes natural resources and punitive damages, and response, remediation and removal costs.

22.3 Prop. 218. City shall hold Contractor harmless against, and Contractor shall have no defense, indemnity or other obligation to any Indemnitee with respect to, any Claims arising out of or relating to City's alleged or actual failure to comply with Article XIIIC or XIID of the California Constitution. If a court ruling, majority protest, initiative or referendum (each, a "Restriction") prevents Maximum Rates from being established or increased as required by this Agreement, or reduces Maximum Rates from the levels otherwise required by this Agreement, then: (i) the Franchise Fee shall be reduced by the amount of revenue lost to Contractor by reason of the Restriction, and (ii) if the amount of such lost revenue exceeds the Franchise Fee, the Franchise Fee shall be reduced to zero, and Contractor's other obligations under this Agreement shall be reduced so that Contractor's cost of performing this Agreement (after applying the operating ratio set forth in Section 17.4(e)) are commensurate with the Maximum Rates that Contractor may legally charge, and (iii) either City or Contractor may at any time terminate this Agreement upon two (2) years' prior written notice to the other. City and Contractor shall negotiate in good faith any reduction in Contractor's obligations under clause (ii) above. Contractor shall not be liable to City for any reduction in or non-payment of the Franchise Fee by reason of this subsection, nor shall any such reduction or non-payment invalidate this Agreement. Nothing in this Agreement shall be deemed an admission by City or Contractor that Articles XIIIC or XIID of the California Constitution apply to the rates charged by Contractor under this Agreement.

23. INSURANCE

23.1 Contractor shall maintain insurance in compliance with this section, and shall ensure that each subcontractor performing work hereunder also maintains insurance in compliance with this section, as if the subcontractor were a party hereto. Contractor shall furnish insurance certificates evidencing the required coverages not later than ten (10) days prior to commencing services hereunder, and thereafter upon each policy renewal. Contractor shall maintain the following policies with at least the following limits:

Workers' Compensation	Statutory limits for CA	
Employer's Liability	Bodily Injury by Accident – Each Accident	\$1,000,000
	Bodily Injury by Disease – Each Employee	\$1,000,000
	Bodily Injury by Disease – Policy Limit	\$1,000,000
Commercial General Liability	Premises-Operations – Each Occurrence	\$1,000,000
	Annual Aggregate (Other Than Prod.-Compl. Ops.)	\$1,000,000
	Products-Completed Operations – Each Occurrence	\$1,000,000
	Products-Completed Operations – Annual Aggregate	\$1,000,000
Automobile Liability*	Combined Single Limit – Each Accident	\$1,000,000
Pollution Liability**	Single Limit – Each Occurrence	\$5,000,000

	Annual Aggregate	\$5,000,000
Umbrella Liability***	Single Limit – Each Occurrence	\$5,000,000
	Policy Limit	\$5,000,000
* Shall include MCS-90 and CA 9948 endorsements, or their equivalents."		
** Sudden and Gradual, including clean-up costs.		
*** In excess of Employer's Liability, Commercial General Liability, Automobile Liability and Product Liability.		

23.2 Each policy required hereunder shall, or shall be endorsed to: (i) contain a waiver of subrogation in favor of City and its elected officials, officers, employees and agents; (ii) name City and its elected officials, officers, employees and agents as additional insureds, except for Workers' Compensation and Employer's Liability; (iii) be primary, and any insurance or self-insurance maintained by such additional insureds shall not contribute with it, except for Workers' Compensation and Employer's Liability; (iv) remain in effect throughout the Term, and if written on a claims-made basis for five (5) years thereafter; (v) contain "cross-liability" or "separation of insureds" coverage; and (vi) be issued by companies licensed in each state where goods or services are provided, with an A.M. Best rating of A-:VII or better. If the issuer of any policy required hereunder is the subject of bankruptcy or insolvency proceedings, or becomes insolvent, Contractor shall within five (5) business days substitute another policy and issuer meeting the requirements of this section.

24. PERFORMANCE BOND

Contractor shall maintain throughout the term of this Agreement a performance bond in the amount of not less than \$10,000 for the benefit of, and in a form reasonably acceptable to, City, or such other financial assurance as City may determine provides equivalent assurance in the event of Contractor's failure to perform. Such performance bond or other financial assurance shall secure Contractor's full and faithful performance of its obligations under this Agreement throughout its term. A performance bond provided under this section shall be executed by a surety company licensed to do business in the State of California, with an A. M. Best or Standard and Poor's rating of at least "A-", and included on the list of surety companies approved by the Treasurer of the United States.

25. FORCE MAJEURE.

Notwithstanding any other provision, Contractor shall be excused from performing its obligations hereunder to the extent and for so long as performance of such obligations is rendered impossible, impracticable, or unsafe due to Force Majeure or the effect thereof. "Force Majeure" means earthquake, fire, flood, landslide, epidemic/pandemic, other act of nature, war, terrorism, sabotage, civil disturbance, strike or other labor action, governmental (including judicial) action, or any other event not the fault of and beyond the reasonable control of Contractor. Force Majeure shall not include governmental action resulting from Contractor's violation of Applicable Law. Contractor shall as soon as reasonably practicable provide City with written notice of any nonperformance excused by this section, together with a description of the Force Majeure and the reason it renders performance is impossible, impracticable or unsafe. Contractor shall restore performance as soon as reasonably possible.

26. RIGHT OF CITY TO PERFORM

26.1 If due to Force Majeure or for any other reason Contractor fails to collect, transport and dispose of or process all or a substantial portion of the waste that it is obligated to under this

Agreement for more than three (3) consecutive business days, and as a result waste accumulates in the Franchise Area in such a manner that the City in its reasonable discretion finds that such accumulation endangers public health or safety, then City upon approval by the City Council may take possession of Contractor's vehicles and Containers used in the performance of this Agreement for the purpose of providing the services that Contractor is failing to perform. If City takes possession of Contractor's equipment under this section, City shall have the right to use the Affiliated Facilities to the extent Contractor had been using them to perform this Agreement.

26.2 During any such possession, City shall be responsible for maintaining and repairing Contractor's vehicles and Containers, and shall replace or repair any that are damaged or destroyed (other than through ordinary wear and tear). City shall defend, indemnify and hold harmless Contractor from Claims arising out of City's (or its subcontractor's) negligence, willful misconduct or violation of Applicable Law in operating Contractor's vehicles or Containers, using the Affiliate Facilities, or otherwise providing the services. Contractor shall pay City the rate revenue received by Contractor attributable to the services performed by City. If Contractor's failure to perform is excused due to Force Majeure, City will pay Contractor the reasonable rental value of the vehicles and Containers used by City, as well as any applicable tip fees at the Affiliated Facilities. City may subcontract the use and operation of Contractor's vehicles and Containers and use of the Affiliated Facilities to a third party. City may retain possession of Contractor's vehicles and Containers until Contractor demonstrates to City's reasonable satisfaction that it is willing and able to resume providing services, but no longer than one hundred eighty (180) days.

27. DISPUTE RESOLUTION.

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be finally determined by binding arbitration in Sacramento, CA before a single neutral arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, as in effect on the date a claim is first filed. Judgment on the award may be entered in any court having jurisdiction. This section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by it in connection with the arbitration. The costs of the arbitration, including JAMS/arbitrator fees, shall be shared equally by the parties. The parties shall treat the proceedings, any related discovery and the arbitrator's decisions as confidential, except in connection with judicial proceedings ancillary to the arbitration, or as required by law or to protect a legal right of a party.

28. TERMINATION

28.1 A party shall be in default under this Agreement if it breaches any material obligation under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice by the non-breaching party of the breach, provided, however, that if the nature of the breach is such that it shall reasonably require more than thirty (30) days to cure, the breaching party shall not be in default so long as it promptly commences the cure and diligently proceeds to

completion of the cure. If a party is in default under this Agreement, the other party may terminate this Agreement by providing at least thirty (30) days prior written notice to the defaulting party.

28.2 In addition to the above, City may terminate this Agreement by providing at least thirty (30) days prior written notice to Contractor if Contractor (i) files a voluntary petition for relief under any bankruptcy, insolvency or similar law; (ii) has an involuntary petition filed against it under any bankruptcy, insolvency or similar law, which petition remains undismissed or unstayed for ninety (90) days; (iii) is the subject of a seizure or attachment of, or levy on, a substantial part of Contractor's equipment used in the performance of this Agreement, and such seizure, attachment or levy is not removed, or substitute equipment provided, within ninety (90) days.

29. MISCELLANEOUS PROVISIONS

29.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any prior agreements, representations or understandings with respect thereto (except as provided in Section 2). The exhibits hereto are integral parts of this Agreement.

29.2 Amendment. No modification, waiver or amendment of this Agreement or any provision hereof shall be effective unless in writing and signed by the party(ies) to be bound. However, Exhibit A shall be deemed automatically amended to reflect all Maximum Rate adjustments made pursuant to this Agreement, without need of a signed writing.

29.3 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law or conflicts of law provisions.

29.4 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively made upon personal delivery, or confirmed delivery by nationally recognized overnight courier, to the party to be notified, at such party's address specified below. A party may change its address for notices from time to time by providing written notice to the other party in accordance with this section.

To City: City of Oroville
Attn: City Administrator
1735 Montgomery Street
Oroville, CA 95965

To Contractor: Recology Butte Colusa Counties
Attn: Legal Department
50 California Street, 24th Floor
San Francisco, CA 94111

29.5 No Waivers. No failure or delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.

29.6 Severability. If any non-material provision of this Agreement is for any reason held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of any other provision of this Agreement.

29.7 No Subcontracting. Contractor shall not subcontract or delegate to any other Person, other than an Affiliate of Contractor, the performance of any of Contractor's obligations under this Agreement, without City's prior written consent.

29.8 Independent Contractor. Contractor is an independent contractor, and not an officer, employee or agent of City. Neither Contractor nor its officers, employees, agents or subcontractors shall obtain any rights or benefits which accrue to City's employees. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor.

29.9 Compliance With Law. Each Party in the performance of its obligations hereunder shall comply with all Applicable Laws.

29.10 Assignment. Contractor shall not assign this Agreement to any other Person without City's prior written consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of City and Contractor.

29.11 Survival. The following provisions shall survive the expiration or earlier termination of this Agreement: 21.2 (CERCLA Defense Records), 28 (Indemnification), 27 (Dispute Resolution) and 29 (Miscellaneous).

29.12 No Conflict. Each party represents and warrants that its execution, delivery and performance of this Agreement has been duly authorized and does not and shall not conflict with or constitute a breach of any agreement to which it is a party or by which it is bound, any provision of Applicable Law, or any other legal requirement.

29.13 Interpretation. This Agreement shall be construed as if drafted jointly by the parties, and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement. Section headings are for convenience and shall not be used in construing this Agreement. "Including" and its variants mean "including without limitation."

29.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument. Facsimile signatures (including PDFs sent by email or DocuSigned) shall be valid.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, City and Contractor have executed this Solid Waste, Recyclable Materials and Organic Waste Franchise Agreement as of the date first written above.

CITY OF OROVILLE

By: 

[name]
[title]

RECOLOGY BUTTE COLUSA COUNTIES

By: 

Salvatore M. Coniglio
Chief Executive Officer

Approved as to form:

By: 

[name]
[title]

Exhibit B

SB 1383 Related Matters

1. Definitions

- 1.1. "Blue Container" means a Container colored as follows: (a) the lid shall be blue, or (b) the body shall be blue and the lid shall be either blue, gray, or black. Hardware such as hinges and wheels may be any color.
- 1.2. "Gray Container" means a Container colored as follows: (a) the lid shall be gray or black, or (b) the body shall be gray or black and the lid shall be gray or black. Hardware such as hinges and wheels may be any color.
- 1.3. "Green Container" means a Container colored as follows: (a) the lid shall be green, or (b) the body shall be green and the lid shall be green, gray, or black. Hardware such as hinges and wheels may be any color.
- 1.4. "Hauler Route" means the designated weekly itinerary or sequence of stops scheduled to be performed by one collection vehicle providing regularly scheduled Solid Waste, Recyclables or Compostables collection services (not on-call or Bulky Item/Abandoned Waste), excluding compactor collection services, within the Service Area.
- 1.5. "Prohibited Container Contaminants" means any of the following:
 - 1.5.1. Non-Compostables placed in the Green Container, including but not limited to textiles and carpets, manure, biosolids, digestate, sludges, non-compostable paper, Construction & Demolition Debris, and Hazardous Waste;
 - 1.5.2. Compostables or Recyclables placed in the Gray Container that is specifically identified under the Agreement for collection in the Green Container or Blue Container;
 - 1.5.3. Compostables placed in the Blue Container that is specifically identified under the Agreement for collection in the Green Container. Paper products and printing and writing paper may be considered acceptable and not considered Prohibited Container Contaminants if they are placed in the Blue Container.
- 1.6. "Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras.
2. "SB 1383 Regulations" means or refers to Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Article 12 and amended portions of regulations of 14 CCR and 27 CCR. Container Colors.
- 2.1. General Requirement. Contractor shall ensure that each Container that it newly purchases after January 1, 2022 and provides to a Customer serviced under the Agreement conforms to the following color scheme: Gray Containers for collection of Solid Waste, Blue Containers for collection of Recyclables, and Green Containers for collection of

Compostables. In addition, Contractor shall ensure that all Containers it uses to provide such services to Customers serviced under the Agreement conform to such color scheme by January 1, 2036.

- 2.2. Specific Material Types. Paper products and printing and writing paper, each as defined in the SB 1383 Regulations, may be placed in either the Blue Container or the Green Container. Carpet and textiles may not be placed in either the Blue Container or the Green Container.

3. Container Labels.

- 3.1. General Requirement. Contractor shall ensure that each Container (or Container lid) that it newly purchases after January 1, 2022 and provides to a Customer serviced under the Agreement shall be labeled or imprinted with language and/or graphics that clearly indicates the primary items accepted and the primary items that are Prohibited Container Contaminants for that Container type. Contractor may comply with this section by using model labeling provided by CalRecycle.

4. Route Reviews.

- 4.1. General Requirement. At least once annually, beginning in 2023, Contractor shall provide the City with a list of all hauler routes and service days for City staff to utilize to conduct annual route reviews. Contractor shall provide additional route review assistance in the form of outreach materials, such as cart tags and educational material explaining how to properly source separate materials in Contractor's provided 3 cart system for City staff to distribute when performing route reviews.
- 4.2. Notice of Contamination. If Contractor finds Prohibited Container Contaminants in a Container during daily collection the cart will be tagged with a cart tag and the generator account information and noted contamination violation will be noted and reported to the City on a weekly basis.

5. Compliance Reviews.

- 5.1. General Requirement. At least once annually, beginning in 2023, Contractor shall review the records of its Commercial Service Recipients in the City that are subscribed for at least two (2) cubic yards per week of combined Garbage, Mixed Organics and Recyclable Materials service, to determine whether those Commercial Service Recipients are subscribed for Mixed Organics collection service or have an applicable waiver. Contractor shall include the results of each compliance review in its quarterly reports the City, as required by Section 7.
- 5.2. Site Visits. Based on the results of Contractor's Compliance Reviews conducted pursuant to Section 5.1, Contractor shall conduct an annual site visit to each Commercial Service Recipient in the City that is subscribed for at least two (2) cubic yards per week of combined Garbage, Mixed Organics and Recyclable Materials Service and determined to not be subscribed to Organic Waste Collection Service and that has not been granted a waiver. During the site visits, Contractor shall encourage those businesses to sign up for SB 1383 compliant Organics Waste Collection Service and provide educational material about SB 1383's requirements. Contractor will also collect photographic documentation

during all site visits. The Contractor shall conduct no less than 30XX in-depth, in-person, diversion site visits per quarter.

6. Education & Outreach.

6.1. Prior to May 1, 2022, and annually thereafter, Contractor shall provide the following to all Service Recipients under the Agreement. This information will be provided, at a minimum, through print and/or electronic media, on the Contractor's website, and may also be provided through workshops, meetings and/or on-site visits. Contractor shall provide Commercial Service Recipients with interactive assistance such as employee trainings, in a virtual or in-person format, when Mixed Organics Collection Service is added, or upon request.

6.1.1. Information on the Customer's requirements to properly separate MSW, Recyclable Material and Organic Waste materials in appropriate containers and required by City Ordinance No. 1861.

6.1.2. Information on methods for: the prevention of MSW, Recyclable Material and Compostables generation, recycling Compostables on-site, sending Recyclable Materials and Compostables to community recycling and composting facilities, and any other local requirements regarding MSW, Recyclable Materials and Compostables.

6.1.3. Information regarding the Green House Gas reduction benefits of reducing the landfill disposal of Recyclable materials and Compostables, and the methods of Recyclable Materials and Compostables recovery contemplated by the Agreement.

6.1.4. Information regarding how to recover Recyclable Materials and Compostables.

6.1.5. Information related to the public health and safety and environmental impacts associated with the landfill disposal of MSW, Recyclable Material and Compostables.

6.2. The above information will be provided, at a minimum, through print and/or electronic media, on the local Recology website, and may also be provided through workshops, meetings and/or on-site visits.

6.3. Educational materials provided pursuant to the above shall be translated into Spanish.

7. Reporting.

7.1. Beginning January 1, 2022, Contractor shall provide the following information to City as part of Contractor's regularly scheduled quarterly reports under the Agreement:

7.1.1. For information provided by Contractor pursuant to Section 6 above:

(a) Copies of all such information (including flyers, brochures, newsletters, invoice messaging, website and social media postings, mass emails, and other mass electronic messages).

- (b) The date the information was disseminated or the direct contact made. For website and social media postings, this shall be the date posted.
- (c) To whom the information was disseminated or the direct contact made. For mass distributions such as mailings or bill inserts, Contractor may provide the type and number of accounts receiving the information, rather than listing each recipient individually.
- (d) Notwithstanding any other provision, Contractor shall not be required to track or provide copies of emails, texts, or other electronic communications with individual Customers (e.g. if a CSR answers a customer question).

7.1.2. For Compliance Reviews:

- (a) The date the review was conducted.
- (b) The name and title of each person conducting the review.
- (c) For Compliance Reviews, the results of such review (i.e. Contractor's findings as to whether the Customers reviewed are subscribed for Compostables collection service, have an applicable waiver, or neither), and any relevant evidence supporting such findings (e.g. a spreadsheet based on Contractor's account records summarizing the reviewed Customers' service levels and waiver status).
- (d) Copies of any educational materials issued pursuant to such reviews (other than notices of Prohibited Container Contaminants, which are covered below).

7.1.3. Documentation relating to observed Prohibited Container Contaminants:

- (a) Copies of the form of each notice issued by Contractor to Customers for Prohibited Container Contaminants, as well as, for each such form, a list of the Customers to which such notice was issued, the date of issuance, the Customer's name and service address, and the reason for issuance (if the form is used for multiple reasons).
- (b) The number of times notices were issued to Customers for Prohibited Container Contaminants.
- (c) The number of Containers where the contents were disposed due to observation of Prohibited Container Contaminants.

7.1.4. A description of Contractor's process for determining the level of Container contamination under the Agreement.

8. Waivers

- 8.1. General. City may grant de minimis and/or physical space waivers to Commercial or Multi-Family customers (not Single-Family Customers) that exempt the Customer from the requirement to subscribe for Recyclable Materials or Mixed Organics Collection service. If a customer has more than one service address, City shall require the customer to submit

a separate waiver application for each service address. Contractor will notify the City of any waiver requests received and/or any waiver recommendation determined by the Contractor for review by City staff.

- 8.2. Contractor will provide a link to the City's online waiver application page on their website for those looking for the City's waiver application.
- 8.3. Contractor Review of Customer Waiver Requests. Upon City request, Contractor shall review the Commercial or Multi-Family customer's waiver application, verify the accuracy of factual matters stated in the application that are readily verifiable from Contractor's computer systems (e.g. service levels), inspect the applicable service address to assess the matters specified below, and provide City with documentation of the inspection. In lieu of visiting the service address, inspections may be conducted via video.
- 8.4. Scope of Inspection. In its inspections, Contractor shall only be required to assess the following matters, unless otherwise mutually agreed by Contractor and City: (i) For physical space waiver applications, whether the Container storage area(s) at the service address are in Contractor's opinion sufficient to add a Recyclable Materials and/or Mixed Organics container (whichever one(s) the Customer is seeking a physical space waiver for). "Container storage area" means a contiguous area designated by the Customer for storage of Refuse, Recyclable Materials, and/or Mixed Organics Containers. (ii) For de minimis waiver applications, the estimated weekly volume of Mixed Organics and/or Recyclable Materials generated by the Customer and discarded in the Solid Waste Containers at the service address. The estimate shall be based on a single visual inspection of the contents of Container(s) at the service address. Each inspection shall involve observing the contents of the Container(s) (whether by lifting the lid, using a camera, or other method deemed appropriate by Contractor), but shall not require Contractor to disturb the contents or open any bags.
- 8.5. Service Level Updates. City will be responsible for approving or denying the waiver applications following receipt of Contractor's documentation. When City grants, denies, extends or terminates a waiver, City shall within ten (10) Business Days provide the following information to the Customer and Contractor in writing: (i) the specific Customer and service address to which the waiver applies, (ii) whether the waiver was granted/denied or extended/terminated, and (iii) any changes to service level or Collection service requirements required or permitted to be made by the Customer. At Contractor's request, City shall provide Contractor an updated listing of waivers approved by City, including each Customer's names, mailing address, service address, date waiver was granted/denied/extended, and type of waiver.
- 8.6. Limitations. Notwithstanding the foregoing: Contractor shall maintain [XXX] full time equivalent route auditors dedicated to the Service Area. Contractor shall not be required to conduct waiver reviews for more than [XXX] service addresses per week on average for the Service Area, for each such route auditor. Physical space and de minimis waivers will be counted separately for purposes of the preceding sentence. If a service address has multiple container storage areas, every 3 container storage areas (or fraction thereof) shall be counted as 1 waiver review (e.g. a service address with 4-6 container storage areas would count as 2 waiver reviews, a service address with 7-9 container storage areas would count as 3 waiver reviews, etc.). Contractor's obligation to conduct waiver reviews is subject to the Customer timely permitting Contractor's personnel to inspect the Customer's premises during normal business hours and provide information reasonably

requested by Contractor. Except for account and service level information in Contractor's database and the factual matters required to be assessed by Contractor as provided in subsection 8.3 above, Contractor shall be entitled to rely on information provided by the Customer, and shall not be responsible for any false or inaccurate information provided by the Customer.

Commercial Bin Rates

City of Oroville

Rates to become Effective January 01, 2023

Item 9.

COMMERCIAL BIN RATES

Bin Size	Frequency (Pickups per Week)					
	1	2	3	4	5	6
1.0 Cu Yd						
Base Rate	\$108.48	\$201.04	\$293.60	\$386.06	\$478.63	\$623.96
Disposal	15.33	30.65	45.99	61.31	76.64	91.96
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$123.81	\$231.69	\$339.59	\$447.37	\$555.27	\$715.92
Franchise Fee	13.76	25.74	37.73	49.71	61.70	79.55
TOTAL	\$137.57	\$257.43	\$377.32	\$497.08	\$616.97	\$795.47
1.5 Cu Yd						
Base Rate	\$131.68					
Disposal	22.99					
Other	0.00					
Sub Total	\$154.67					
Franchise Fee	17.19					
TOTAL	\$171.86					
2.0 Cu Yd						
Base Rate	\$155.76	\$280.41	\$405.05	\$529.72	\$654.44	\$854.73
Disposal	30.65	61.31	91.96	122.63	153.28	183.94
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$186.41	\$341.72	\$497.01	\$652.35	\$807.72	\$1,038.67
Franchise Fee	20.71	37.97	55.22	72.48	89.75	115.41
TOTAL	\$207.12	\$379.69	\$552.23	\$724.83	\$897.47	\$1,154.08
3.0 Cu Yd						
Base Rate	\$202.97	\$359.80	\$516.61	\$673.47	\$830.28	\$1,085.21
Disposal	45.99	91.96	137.95	183.94	229.92	275.90
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$248.96	\$451.76	\$654.56	\$857.41	\$1,060.20	\$1,361.11
Franchise Fee	27.66	50.20	72.73	95.27	117.80	151.23
TOTAL	\$276.62	\$501.96	\$727.29	\$952.68	\$1,178.00	\$1,512.34
4.0 Cu Yd						
Base Rate	\$250.21	\$439.20	\$628.17	\$817.11	\$1,006.05	\$1,315.81
Disposal	61.31	122.63	183.94	245.25	306.57	367.88
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$311.52	\$561.83	\$812.11	\$1,062.36	\$1,312.62	\$1,683.69
Franchise Fee	34.61	62.43	90.23	118.04	145.85	187.08
TOTAL	\$346.13	\$624.26	\$902.34	\$1,180.40	\$1,458.47	\$1,870.77
5.0 Cu Yd						
Base Rate	\$297.49	\$518.59	\$739.69	\$960.79	\$1,182.15	\$1,546.40
Disposal	76.64	153.28	229.92	306.57	383.20	459.84
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$374.13	\$671.87	\$969.61	\$1,267.36	\$1,565.35	\$2,006.24
Franchise Fee	41.57	74.65	107.73	140.82	173.93	222.92
TOTAL	\$415.70	\$746.52	\$1,077.34	\$1,408.18	\$1,739.28	\$2,229.16
6.0 Cu Yd						
Base Rate	\$344.78	\$597.96	\$851.24	\$1,104.49	\$1,358.22	\$1,776.99
Disposal	91.96	183.94	275.90	367.88	459.84	551.81
Other	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total	\$436.74	\$781.90	\$1,127.14	\$1,472.37	\$1,818.06	\$2,328.80
Franchise Fee	48.53	86.88	125.24	163.60	202.01	258.76
TOTAL	\$485.27	\$868.78	\$1,252.38	\$1,635.97	\$2,020.07	\$2,587.56

City of Oroville

Rates to Become Effective January 01, 2023

RESIDENTIAL RATES

One Pickup per Week	Monthly Rate	
	Regular	Senior
1 x 32 -gallon Can (w/o S/Cs)	\$26.40	\$25.34
2 x 32 -gallon Cans (w/o S/Cs)	37.38	36.32
3 x 32 -gallon Cans (w/o S/Cs)	45.22	n / a
1 x 64 -gallon Cart (w/o S/Cs)	\$35.32	\$34.26
1 x 96 -gallon Cart (w/o S/Cs)	\$37.68	\$36.62
Add'l Can w/ 96-gal Toter	\$11.68	n / a
Back Yard Service	\$10.07	n / a
Hazardous Waste Surcharge	\$0.51	\$0.51
AB 939 Compliance Fee (City)	\$0.63	\$0.63

COMMERCIAL RATES

Container Size	Frequency (Pickups per Week)						
	1	2	3	4	5	6	7
1.0 Cu. Yd. Bin	\$137.57	\$257.43	\$377.32	\$497.08	\$616.97	\$795.47	n / a
1.5 Cu. Yd. Bin	\$171.86	n / a	n / a	n / a	n / a	n / a	n / a
2.0 Cu. Yd. Bin	\$207.12	\$379.69	\$552.23	\$724.83	\$897.47	\$1,154.08	n / a
3.0 Cu. Yd. Bin	\$276.62	\$501.96	\$727.29	\$952.68	\$1,178.00	\$1,512.34	n / a
4.0 Cu. Yd. Bin	\$346.13	\$624.26	\$902.34	\$1,180.40	\$1,458.47	\$1,870.77	n / a
6.0 Cu. Yd. Bin	\$485.27	\$868.78	\$1,252.38	\$1,635.97	\$2,020.07	\$2,587.56	n / a
1 x 32 -gallon Can	\$22.46	n / a	n / a	n / a	n / a	n / a	n / a
2 x 32 -gallon Cans	\$33.44	n / a	n / a	n / a	n / a	n / a	n / a
3 x 32 -gallon Cans	\$41.26	n / a	n / a	n / a	n / a	n / a	n / a
1 x 64 gallon Cart	\$31.37	n / a	n / a	n / a	n / a	n / a	n / a
1 x 96 gallon Cart	\$33.74	n / a	n / a	n / a	n / a	n / a	n / a

DEBRIS BOX - Single Pull Rates

20 Cu. Yd. Bin	\$500.37 per pull
30 Cu. Yd. Bin	681.44 per pull
40 Cu. Yd. Bin	828.04 per pull
Trip charge	\$69.04 per trip

RESIDENTIAL RATES**City of Oroville**

Rates to become Effective January 01, 2023

	January 01, 2023
Household Hazardous Waste Surcharge	\$0.51
AB 939 Compliance Fee (City of Oroville)	\$0.63
Once per Week Service	
96-gallon Cart	
Basic Rate	\$37.68
Household Hazardous Waste Surcharge	0.51
AB 939 Compliance Fee	0.63
Monthly Charge	\$38.82
64-gallon Cart	
Basic Rate	\$35.32
Household Hazardous Waste Surcharge	0.51
AB 939 Compliance Fee	0.63
Monthly Charge	\$36.46
Additional Can (with 96-gallon Cart)	
Basic Rate	\$11.68
Household Hazardous Waste Surcharge	n/a
AB 939 Compliance Fee	n/a
Monthly Charge	\$11.68
1 x 32-gallon Can	
Basic Rate	\$26.40
Household Hazardous Waste Surcharge	0.51
AB 939 Compliance Fee	0.63
Monthly Charge	\$27.54
2 x 32-gallon Cans	
Basic Rate	\$37.38
Household Hazardous Waste Surcharge	0.51
AB 939 Compliance Fee	0.63
Monthly Charge	\$38.52
3 x 32-gallon Cans	
Basic Rate	\$45.22
Household Hazardous Waste Surcharge	0.51
AB 939 Compliance Fee	0.63
Monthly Charge	\$46.36
Backyard Pickup	
Regular (in addition to service above)	\$10.07
Senior Citizen Discount (applies to Cart or Can service only)	(\$1.00)

Recology Butte Colusa Counties

COMMERCIAL RATES

City of Oroville

Rates to become Effective January 01, 2023

Carts (Toters) and 32-gallon Cans

Once per Week Service	Monthly Charge
96-gallon Cart	\$33.74
64-gallon Cart	31.37
1 x 32-gallon Can	\$22.46
2 x 32-gallon Cans	33.44
3 x 32-gallon Cans	41.26
Additional Can (with 96-gallon Cart)	\$11.68

Bins - Charge per Month

Ctr. Size (Cu. Yd.)	Service (times per week)					
	1	2	3	4	5	6
1.0	\$137.57	\$257.43	\$377.32	\$497.08	\$616.97	\$795.47
1.5	171.86					
2.0	207.12	379.69	552.23	724.83	897.47	1,154.08
3.0	276.62	501.96	727.29	952.68	1,178.00	1,512.34
4.0	346.13	624.26	902.34	1,180.40	1,458.47	1,870.77
6.0	485.27	868.78	1,252.38	1,635.97	2,020.07	2,587.56

Extra Pickup: Charge per Pickup

Ctr. Size (Cu. Yd.)	Charge
1.0	\$41.74
1.5	50.84
2.0	61.60
3.0	82.84
4.0	104.07
6.0	147.01

Recology Butte Colusa Counties
COMPACTOR & DEBRIS BOX RATES
City of Oroville

Rates to become Effective January 01, 2023

DEBRIS BOX	Charge per Load
Size (In cubic Yards	
3	\$188.47
6	246.07
15	433.39
20	500.37
22	n / a
25	n / a
30	681.44
40	828.04

COMPACTOR	Charge per Load
Size (In cubic Yards	
4	n / a
6	n / a
15	\$508.96
20	631.22
22	750.31
25	916.74
30	1,007.43
40	1,342.63

Trip Charge	\$67.74
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Recology Butte Colusa Counties
COMPACTOR & DEBRIS BOX RATES
City of Oroville
Rates to become Effective January 01, 2023

PROPOSED RESIDENTIAL RATES

One Pickup per Week	Base Rate	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other	Total Charge
Call Back	8.61	-	8.61	0.96			0.00	9.57
Contamination	8.61	-	8.61	0.96			0.00	9.57

PROPOSED COMMERCIAL CAN & CART RATES

One Pickup per Week	Base Rate	Disposal	Sub Total	Fran Fee	HHaz	AB 939	Other	Total Charge
Call Back	\$15.89	\$2.55	\$18.44	\$2.05	\$0.00	\$0.00	\$0.00	\$20.49
Contamination	22.57	2.55	25.12	2.79	0.00	0.00	0.00	27.91



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

**RE: LETTER TO STATE OF CALIFORNIA DEPARTMENT OF WATER
RESOURCES REQUESTING ADDITIONAL SUPPLEMENTAL BENEFIT
FUND FUNDING PENDING LICENSE APPROVAL BY THE FEDERAL
ENERGY REGULATORY COMMISSION**

DATE: DECEMBER 17, 2024

SUMMARY

The City Council shall consider sending letter to Department of Water Resources (DWR) requesting a 14th Amendment to the implementation agreement with DWR to secure annual funding of \$800,000 or more, which will be deducted from the first or subsequent SBF disbursements once the FERC license is approved.

DISCUSSION

The SBF Steering Committee, established to oversee how funding received would be allocated, has successfully administered interim funds to implement community projects, including the Regional Fund Conceptual Plan and the Feather River Conceptual Plan. These efforts underscore the commitment to utilizing funds effectively for the benefit of the GOA, as envisioned by the 2006 Settlement Agreement.

When the Settlement Agreement was reached, it was believed that the new license would be issued within a couple of years. Unfortunately, that has not been the case. While water continues to flow, without interruption, to the water contractors, while there has been no additional finding qualified projects in the Greater Oroville Area.

Approval of the proposed letter will:

- Advocate for the continuation of funding to sustain recreational and economic development initiatives pending FERC license approval.
- Reinforce the City's commitment to upholding the goals of the 2006 Settlement Agreement.

- Enable the SBF Steering Committee to maintain momentum in implementing the Feather River Conceptual Plan and other strategic initiatives.

FISCAL IMPACT

The requested annual interim funding of \$800,000 or more will be deducted from future SBF disbursements following FERC license approval. This ensures no additional financial burden on the City of Oroville or the State Water Contractors.

ACTION REQUESTED –

APPROVE THE ATTACHED DRAFTED LETTER AND AUTHORIZE THE MAYOR TO SIGN.

ATTACHMENTS

Draft Letter to DWR

To be dated & mailed after City Council approval

Director Karla Nemeth
 Department of Water Resources (DWR)
 PO Box 942836
 Sacramento, CA 9436-0001

Re: Standard Agreement Amendment Request
 City of Oroville, Administrator of the Supplemental Benefits Fund

Dear Director Nemeth,

We are writing to express our continued encouragement to DWR for actively pursuing a final license approval from the Federal Energy Regulation Commission (FERC) for the Oroville Project No. 2100 (Project) and to seek approval for additional upfront Supplemental Benefit Fund (SBF) funding pending FERC approval for the Project.

The initial approval of the Oroville Dam Project in 1968 contained many promises for improvements and recreational and economic stimulus for the Greater Oroville Area (GOA). Unfortunately, as we are all aware many of those have yet to materialize. Prior to the conclusion of the previous fifty year license period DWR conducted numerous community meetings seeking input for the new license that was being requested, resulting in a settlement agreement with over fifty stakeholders. At the conclusion of the first license period an agreement was selected (2006 settlement agreement) that was very specific.

The 2006 Settlement Agreement (SA) addressed improvements, recreational and economic stimulus for the GOA. Additionally, Appendix B, Measures agreed to among the parties but not to be included in the new project license, allowed for upfront funding in the amount of \$11,270,000 prior to the approval of the license for the Project. Forty-eight percent of those funds were earmarked for the development of Riverbend Park, a 210 acre gem which the community and visitors have enjoyed since it opened in 2006. Appendix B also provided for the establishment of a Fund Administrator, the SBF Steering Committee and an implementation agreement with the Fund Administrator which provided the interim, staged funding. At the time of the SA it was believed that a new license would be issued within one to two years.

In March 2023 the last \$135,000 of interim funding was released to the SBF. We are thankful that occurred, however in the spirit of the SA it is crucial that the FERC license approval be granted to continue to allow funding for recreation and economic stimulus projects in the GOA. Over the past eighteen years the SBF has provided funds to the GOA as displayed on the attached chart for the benefit and enjoyment of residents and visitors to our area.

Our request is that consideration be given to providing a 14th Amendment to the implementation agreement between the City of Oroville, as Fund Administrator of the SBF, and the State of California

Department of Water Resources providing for a continuation of upfront funding in an annual range of \$800,000, or more, until the FERC license is approved.

Any advance funds would be deducted from the first, or subsequent, SBF disbursements once the FERC license is approved and implemented.¹ We believe this request is reasonable considering that in the eighteen years since the Settlement Agreement, water has, without interruption, flowed to the State Water Contractors for distribution and reimbursement to them from the state water member agencies.

The SBF Steering Committee has met quarterly since 2007, established the Regional Fund Conceptual Plan as required by Appendix B, and has used the interim funding to provide significant grants to applicants benefiting parks, cultural and recreational facilities and economic stimulus to the GOA. In 2017, the comprehensive Feather River Conceptual Plan, with six identified “reaches” was approved by the SBF to ensure that future funds provided by DWR would be used for the best benefit of the GOA. That plan is accessible on the SBF page of the City of Oroville web site. (www.cityoforoville.org) the plan provides direction to the SBF Steering Committee and the Oroville Community insuring that funds will be used as intended by the signers of the Settlement Agreement.

We look forward to a favorable response to our request.

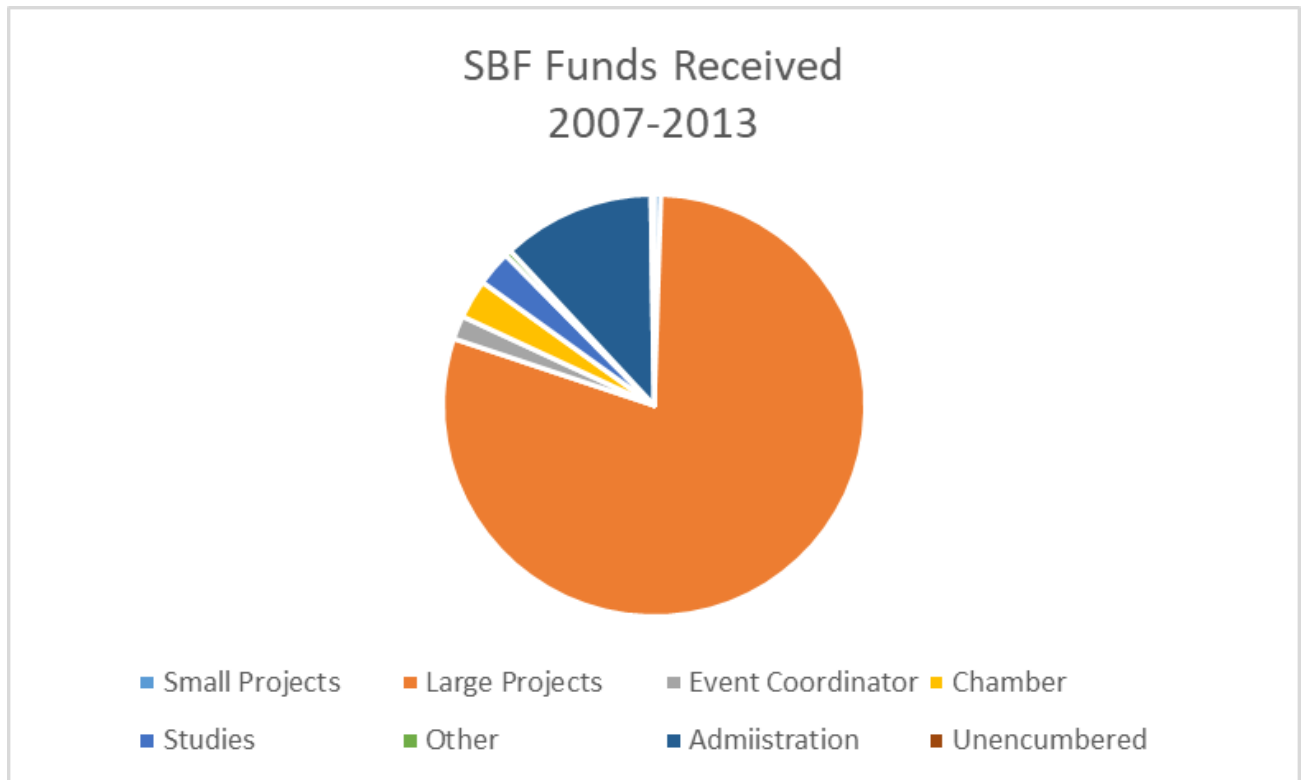
Sincerely,

David Pittman
Mayor

Enclosures:
SBF Funding Chart

Cc:
Eric See, DWR Field Office
Jonathan Young, State Water Contractors
Oroville City Council
SBF Steering Committee

¹ Appendix B, page B-6 states, DWR shall provide funds each year beginning with the first year following DWR acceptance of a new license in amounts based on the FERC new license term: 50 years \$1,000,000 per year; 45 years \$900,000 per year; 40 years \$800,000 per year and any license term less than forty years, DWR shall use its discretion to determine the annual payment which at a minimum shall be less than the forty year amount.





CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS
FROM: CHRIS TENNS, ASSISTANT CHIEF
RE: SURPLUS OF LEER CAMPER SHELL
DATE: DECEMBER 17, 2024

SUMMARY

Council may consider declaring a Leer camper shell as surplus property. The camper shell, which was purchased in 2019 for use on a command vehicle, is no longer needed due to upgrades made to the Fire Department's fleet of command vehicles. If declared surplus, the camper shell may be repurposed or transferred to another agency, such as the Nevada County Sheriff Search and Rescue team.

DISCUSSION

In 2019, the Fire Department purchased a Leer camper shell for a Ford F-250, which served as a command vehicle. However, approximately two years ago, all command vehicles were upgraded to better accommodate the growing needs of Chief officers and the increasing demand for emergency services. As a result, the camper shell no longer fits the Fire Department's requirements and is now surplus. Staff believes that transferring the camper shell to the Nevada County Sheriff Search and Rescue team would be a practical and efficient use of the equipment, as it would support their operational needs for search and rescue missions.

FISCAL IMPACT

None

RECOMMENDATION

Staff requests Council declare the Leer camper shell as surplus property and authorize its transfer to the Nevada County Sheriff Search and Rescue team.

ATTACHMENTS

Request to transfer camper shell memo from Nevada County Sheriff Office

**NEVADA COUNTY
SHERIFF'S OFFICE****SHANNAN MOON**
SHERIFF / CORONER
PUBLIC ADMINISTRATOR

DATE: December 3, 2024

TO: Chief Chris Tennes

FROM: Sergeant Dustin Moe

SUBJECT: Request to transfer camper shell

Deputy Jason Mackey has brought to my attention that your agency has a camper shell that could possibly be transferred to the Nevada County Sheriff's Office. We would be very grateful if this were to occur, and it would be a great improvement to Deputy Mackey's assigned vehicle, a 2017 Ford F-250. The camper shell will be used for public safety and law enforcement related work on Nevada County Sheriff's Office marked Unit 37, a Ford F-250. Deputy Mackey is currently assigned to search and rescue, marine patrol, and the off-highway vehicle program which commonly leads to him storing many items within his vehicle. This will add to the secure storage space available to him.

Respectfully submitted,

Sergeant Dustin Moe

MAIN OFFICE: 950 MAIDU AVE
NEVADA CITY, CA 95959 (530) 265-1471

ANIMAL CONTROL: 950 MAIDU AVE
NEVADA CITY, CA 95959 (630) 265-1471

CORRECTIONS: P.O. BOX 928
NEVADA CITY, CA 95959 (530) 265-1291

TRUCKEE: 10879 DONNER PASS RD
TRUCKEE, CA 96161 (530) 58

Item 11.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN & COUNCIL MEMBERS
FROM: HANNAH THOMPSON, CULTURAL FACILITIES CURATOR
RE: DONATION TO THE CHINESE TEMPLE
DATE: DECEMBER 17, 2024

SUMMARY

The City Council may consider acknowledging the receipt of a donation to the Chinese Temple.

DISCUSSION

The City recently received a donation of a model of a Chinese Junk Boat that was originally in the Jee Wah Tong general store on Broderick Street in Oroville beginning in the early 1900s. This store was owned and operated by Gee Quong Leong and his family until the mid-1930's when the store was closed. The model was donated by the great granddaughter of Gee Quong Leong, Darlene Gee Bouma to the Chinese Temple.

The donation has been reviewed by Hannah Thompson, Cultural Facilities Curator and has been deemed acceptable to add to the collection. The item is in compliance with Museum Policies & Procedures #20, which calls for items to be from, "the appropriate time period...with particular emphasis on the years of use by the Oroville Chinese Community – 1863-1936."

The Junk Boat Model fills a gap in the Chinese Temple collection as the Gee family store is not represented in the current museum displays or collection but played a significant role in Oroville's Chinatown for over 30 years. The addition of this object allows for the development of exhibits that more completely tell the story of Oroville's Chinatown through the representation of this store. Historical and interpretive research on this object will be done to create an exhibit that can be shared with the public.

FISCAL IMPACT

None

ACTION REQUESTED -

ACKNOWLEDGE RECEIPT OF THE DONATION FOR THE CHINESE TEMPLE AND
RECOMMEND THAT THE CITY COUNCIL ACCEPT THE DONATIONS.

ATTACHMENTS

Deed of Gift
Temporary Receipt Form
Photos

City of Oroville Museums
Department of Parks & Trees

Deed of Gift

Donor Name: Darlene Gee Bouma
 Phone: c) 703-731-1084 Email: darlenegee2@gmail.com
 Address: 25699 Crestfield Circle
Castro Valley, CA 94552

I do hereby give and convey to the City of Oroville, without limiting conditions, the following item(s):

Chinese junk boat (model)

Description of Item(s): (continue on back)

Acceptance of gift(s) is subject to the following conditions:

1. The object(s) accepted shall become the permanent property of the City of Oroville. As such object(s) may be subject to conservation treatments, study and/or disposal.
2. This gift shall be subject to no restrictions or conditions.
3. Due to limited space and changing exhibitions, the exhibition of any object is entirely at the discretion of museum staff.
4. Object(s) may be photographed or otherwise reproduced, exhibited or studied.
5. Evaluation by a commercial appraiser for income tax purposes is the responsibility of the donor. Values assigned by museum staff are not valid for this purpose.

I do hereby declare that I am the lawful owner of the above listed object(s) and/or have legal authority to make this gift, and that I have read and am familiar with the provisions of this Deed.

Signature of Donor Darlene Gee Bouma Date 11/27/2024

Accepted by _____ Date _____

CITY OF OROVILLE Museums
TEMPORARY RECEIPT FORM

The following object(s) are submitted to the Curator and Oroville City Council for consideration of donation to the collection of Chinese Temple Museum. Evaluation will be made with consideration of the relevance of the object(s) to the Scope of Collections policy statement and acquisitions criteria of _____. The Curator and City Council cannot guarantee that any object donation will be displayed or exhibited in the museum. No employee of the City of Oroville can undertake to appraise or attach a value to any object.

Received from: Darlene Gee Bouma Phone: c) 703-731-1084

Email: darlenegee2@gmail.com

Address: 25699 Crestfield Circle, Castro Valley, CA 94552

Description of Item(s) (continue on back):

Chinese junk boat (model) that was in the Jee Wah Tong general merchandise store owned + operated by Gee Quong Leung (or Quong Leung Gee)

It is understood that the above object(s) are on temporary loan to Oroville City Museums for the purpose of evaluation. In the event that the Curator or City Council does not accept the object(s) the object(s) must be removed from the Museum within 30 days of notification. Any object not removed by this deadline shall automatically become the property of the City of Oroville and shall be subject to disposal.

Final acceptance or rejection of this gift will be made by the City Council.

The Museum shall exercise the same care with respect to the object(s) covered by this receipt as it does with respect to its own property of similar kind or nature, **however**, object(s) left for consideration to the collection are left at your own risk.

The object(s) will be returned to the donor/authorized agent, upon surrender and signature of this receipt. If object(s) are not accepted into the collection of the Museum, do you want the object(s) returned?

☒ **YES**, return the object(s)

☐ **NO**, do not return the object(s). Disposition to be appropriate.

I have read and agreed to the conditions stated:

Donor: Darlene Gee Bouma Date: 11/27/2024

Received by: _____ Date: _____





CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS
FROM: BRIAN RING, CITY ADMINISTRATOR
RE: POLICE CHIEF RECRUITMENT
DATE: DECEMBER 17, 2024

SUMMARY

The Council will consider imitating a recruitment for the position of Police Chief.

DISCUSSION

With the upcoming retirement of Chief Bill LaGrone, staff are requesting the Council direct staff to open up a recruitment to find his successor. The City Council will be considering the interim appointment of a retired annuitant. A requirement of this interim appointment is having an active recruitment.

FISCAL IMPACT

None.

RECOMMENDATION

Adopt Resolution No. 9333 - **RESOLUTION OF THE CITY COUNCIL OF OROVILLE, CALIFORNIA INITIATING A RECRUITMENT FOR A PERMANENT POLICE CHIEF**

ATTACHMENTS:

Resolution No. 9333

**CITY OF OROVILLE
RESOLUTION NO. 9333**

**A RESOLUTION OF THE CITY COUNCIL OF OROVILLE, CALIFORNIA INITIATING A
RECRUITMENT FOR A PERMANENT POLICE CHIEF**

WHEREAS, current Chief of Police Bill LaGrone is nearing his planned retirement date on December 30, 2024; and

WHEREAS, the City of Oroville desires to fill the soon-to-be-vacant Chief of Police position with a most qualified candidate following a full recruitment process; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Oroville, California,

- 1) that the foregoing is true and correct;
- 2) that the City Council hereby directs staff to begin the recruitment process for a permanent Police chief;

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on December 17, 2024 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Kayla Reaster, Asst City Clerk

David Pittman, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

RE: EMPLOYMENT CONTRACT WITH JASON WINES FOR POSITION OF INTERIM POLICE CHIEF

DATE: DECEMBER 17, 2024

SUMMARY

The Council will consider entering into an employment contract with Jason Wines for the position of Interim Police Chief.

DISCUSSION

A recruitment for the position of Interim Police Chief was recently conducted and Jason Wines was selected for this position.

Staff have prepared an employment contract with Mr. Wines with a starting hourly rate of \$88.97/hour (Step H of the Department Heads salary schedule), for a term of up to two years, from December 17, 2024, or on the first date thereafter upon which the Police Chief position becomes vacant following the retirement of current chief, Bill LaGrone, whichever is later. In addition, Wine's post-retirement "retired annuitant" assignment shall not commence until CalPERS post-retirement unit approves it, or January 7, 2025, whichever comes sooner. The agreement shall be for up to two years or until a new permanent Police Chief starts employment with the City, whichever comes sooner.

FISCAL IMPACT

There are sufficient appropriations in the Fiscal Year 2024-25 budget. There will be savings due the prohibition of certain benefits for retired annuitants.

RECOMMENDATION

Adopt Resolution No. 9335 – **A RESOLUTION OF THE CITY COUNCIL OF OROVILLE, CALIFORNIA FOR 180-DAY WAIT PERIOD EXCEPTION (Gov. Code sections 7522.56 & 21221(h)) AND APPROVING AN EMPLOYMENT AGREEMENT WITH JASON WINES AS INTERIM POLICE CHIEF FOR THE CITY OF OROVILLE**

ATTACHMENTS:

Employment Contract.
Resolution No. 9335

EMPLOYMENT AGREEMENT FOR INTERIM POLICE CHIEF BETWEEN THE CITY OF OROVILLE AND JASON WINES

The employment agreement ("Agreement") is made by and between the City of Oroville ("City") and Jason Wines ("Wines"), collectively, the "Parties". The Parties hereby agree as follows:

WHEREAS, City desires to employ the services of Wines as its Interim Police Chief; and

WHEREAS, it is the desire of the City Council ("Council") of the City to provide certain compensation, and to set requirements and working conditions for Wines; and

WHEREAS, Wines desires to be employed as Interim Police Chief of the City.

NOW THISEFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Employment/Duties:

City hereby agrees to employ Wines as the Interim Police Chief to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City, State Law and such other legally permissible and proper duties and functions as the Council shall from time to time assign him/her. Duties as an Interim Police Chief include leadership in all aspects of administration of public safety including emergency response to incidents such as Atmospheric River events, Fires and other disaster incidents that require a public safety response and for which the Interim Chief position is required to be filled to ensure adequate staffing to respond.

Wines is a current retiree and shall be employed and serve without reinstatement from retirement or loss or interruption of benefits as authorized in Sections 21220-21233 of the California Government Code. Wines shall be employed in an interim appointment role into the vacant Police Chief position during recruitment as specifically authorized by Section 21221(h) of the Government Code.

California Executive Order N-13-21 and N-1-23 and CalPERS Circular Letters 200-057-21 and 200-011-23 suspended certain requirements of Government Code Sections 21220 et. seq., including the requirements for a 180-day waiting period / break in service and the 960-hours limitations in any fiscal year for (all CalPERS employers). These executive orders remain in effect at the time of this Agreement; however once lifted, Wines' employment shall become subject to the 960-hour per fiscal year limits unless suspended by a later executive order or action by the State.

Section 2. Term; Termination: Severance Compensation:

- A. The term of this Agreement shall be from December 17, 2024, or on the first date thereafter upon which the Police Chief position becomes vacant following the retirement of the current Chief, Bill LaGrone, whichever is later (the "effective date"). Additionally, Wines' employment as a post-retirement "retired annuitant" shall not commence and is contingent upon the CalPERS post-retirement employment unit approval of the following or January 7, 2025, whichever comes sooner: this Agreement, the Resolution authorizing Wines' employment as the City's Interim Police Chief, or any confirmation by CalPERS of a waiver by Executive Order of the 180-day waiting period, or upon 180 days passage following Wines' retirement from Butte County, whichever occurs first. The 960-hour limit per fiscal year shall remain in place until CalPERS confirms that this requirement is suspended by Executive Order of the Office of the Governor that applies to this employment. The City shall, as soon as practicable after

Council approval, submit a copy of this Agreement, the City Council Resolution(s) authorizing it and waiver request(s) to CalPERS for their approval.

- B. The Agreement shall continue for a maximum limited term of two (2) years following the “effective date”, or until the recruitment for a permanent Police Chief is completed and the new permanent Chief starts employment with the City, whichever of the two occurs sooner.
- C. If Wines resigns his/her position as Interim Police Chief before the term of this Agreement is reached, Wines shall endeavor to give the City a sixty (60) day written notice in advance unless such notice cannot be given due to illness or other incapacity.
- D. This Agreement and employment relationship is an “At-Will” employment. Wines serves at the pleasure of the City Council and either Wines or the City may terminate this Agreement at any time with or without cause.

Section 3. Drug Testing Policy:

Wines agrees to comply with the City of Oroville’s Substance Abuse Policy Statement, as outlined in the City of Oroville’s Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If Wines becomes permanently disabled or is otherwise unable to perform his/her duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks, City shall have the option to terminate the Agreement, provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the California Fair Employment and Housing Act. Wines acknowledges and agrees that his or her job position meets the definition of a “Key employee” for purposes of these laws.

Section 5. Salary:

City agrees to place Wines at Step H of the department head salary schedule, at an hourly rate of \$88.97/hour, upon the effective date noted above and payable at the same time and manner as other Council Appointed Employees of the City are paid. This represents the maximum monthly base salary and is listed on the publicly available pay tables for those employed as Police Chief within the City. No other benefits, incentives, compensation in lieu of benefits or other forms of compensation may be paid in addition to the hourly rate equivalency of this salary pursuant to the requirements in Government Code Section 21221(h).

2025 Cost-of-living increase: Effective January 1, 2025 the City has planned and shall implement a CPI based increase to the maximum monthly base salary for the Chief of Police salary. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2025 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year.

Section 6. Performance Evaluation:

The Council shall direct the City Administrator to complete a performance evaluation of Wines each year of the contract. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and Wines. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with Wines. The City Administrator's evaluation of Wines will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Wines's final evaluation.

Section 7. Hours of Work; Administrative Leave:

Wines shall be employed on a full-time basis as permissible under CalPERS regulations and active executive orders. Wines is not eligible, under Government Code Section 21221(h) for Administrative Leave benefits.

Section 8. Bereavement Leave:

Wines is ineligible for City Bereavement Leave benefits however, the City shall comply with any state-wide requirements for bereavement leave in California Government Code Section 12945.7 to the extent that these apply to retired annuitants.

Section 9. Vacation and Sick Leave:

CalPERS retired annuitants are ineligible to accrue paid sick leave pursuant to AB 304 (2015) and as noted in CalPERS circular letter 200-038-15.

CalPERS retired annuitants are ineligible to accrue vacation benefits.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

CalPERS retired annuitants are ineligible to receive Medical, Vision, Disability or Dental benefits paid by the employer.

Section 12. Holidays:

CalPERS retired annuitants are ineligible to receive Holiday Pay or pay for holidays on which they do not work.

Section 13. Retirement:

CalPERS retired annuitants do not accrue additional service credit for work performed at a CalPERS contracting local government Agency in an interim limited-term appointment.

Section 14. Outside Employment:

During the term of the Agreement, any outside employment shall not interfere with Wines's duties as while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 15. Labor Code Section 2802 Expenses:

The City shall indemnify Wines for all necessary expenditures or losses incurred by Wines as a direct consequence of the discharge of his duties as required by California Labor Code Section 2802.

Section 16. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify Wines against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Wines's duties (within the ordinary course and scope of employment) as Interim Police Chief, except for any civil action or proceeding brought against Wines for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 17. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Wines under any law or ordinance.

Section 18. Other Terms and Conditions of Employment:

It is understood and agreed by City and Wines that Wines is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. Wines serves at the pleasure of the City Council and is subject to all of the provisions of the City of Oroville Personnel Rules and Regulations and of the Department Manual of the Oroville Police Department. Wines acknowledges the applicability of these City Personnel Rules and Regulations and the Department Manual of the Oroville Police Department. The applicability of City and Department Rules/Manuals does not alter the "At-Will" nature of Wines' employment.

Section 19. Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
- B. TO Wines: Wines at his/her permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to this Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 20. General Provisions:

- A. The text herein shall constitute the entire agreement between the parties. All prior agreements or understandings regarding terms and conditions of Wines' employment are superseded by this Agreement.
- B. Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Wines.
- C. This Agreement shall not be assigned by Wines or City.
- D. This Agreement shall not be modified without the written consent of Wines and City.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held December 17, 2024.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF OROVILLE

Date:

Date:

David Pittman, Mayor

Jason Wines, Interim Police Chief

APPROVED AS TO FORM:

Date:

Scott E. Huber, City Attorney

**CITY OF OROVILLE
RESOLUTION NO. 9335**

**A RESOLUTION OF THE CITY COUNCIL OF OROVILLE, CALIFORNIA FOR 180-DAY
WAIT PERIOD EXCEPTION (Gov. Code sections 7522.56 & 21221(h)) AND
APPROVING AN EMPLOYMENT AGREEMENT WITH JASON WINES AS INTERIM
POLICE CHIEF FOR THE CITY OF OROVILLE**

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the (governing body name) must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Jason Wines, CalPERS ID 2366869018, retired from Butte County in the position of District Attorney Chief Investigator, effective July 10, 2024; and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is January 7, 2025 without this certification resolution; and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council of the City of Oroville, the City of Oroville and Jason Wines certify that Jason Wines has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, an appointment under Gov. Code section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS, the governing body has authorized the search for a permanent appointment on December 17, 2024; and

WHEREAS, the City Council of the City of Oroville hereby appoints Jason Wines as an interim appointment retired annuitant to the vacant position of Interim Police Chief for the City of Oroville under Gov. Code section 21221(h), effective upon the retirement (December 30, 2024) of current Chief of Police Bill LaGrone, and approval of this Resolution and Employment Agreement with Jason Wines (the "effective date"), whichever is later; and

WHEREAS, this Gov. Code section 21221(h) appointment shall only be made once and therefore will end two (2) years following the "effective date" or upon appointment of a permanent Police Chief for the City of Oroville, whichever occurs first; and

WHEREAS, the entire employment agreement, contract or appointment document between Jason Wines and the City of Oroville has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers, unless the employment is exempt from this requirement by Executive Order; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base monthly salary for this position is \$15,421.72 and the hourly equivalent is \$88.97 and the minimum base monthly salary for this position is \$10,959.93 and the hourly equivalent is \$63.23 and

WHEREAS, the hourly rate paid to Jason Wines will be \$88.97; and

WHEREAS, Jason Wines has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Oroville, California,

- 1) that the foregoing is true and correct;
- 2) that the City Council certifies the nature of the employment of Jason Wines as described herein and detailed in the employment agreement, attached hereto as Exhibit A and incorporated as though fully set out herein;
- 2) That the City Council finds that this appointment is necessary to fill the critically needed position of Police Chief (Interim Police Chief) for the City of Oroville by December 31, 2024 or as soon thereafter as possible because the position holds primary responsibility for ensuring public safety of the citizens of the City of Oroville; leads the City's response to emergency events, which may include but are not limited to incidents of crime, fire, floods, weather and any other catastrophic circumstances likely to threaten the lives, property and/or safety of the citizens of the City of Oroville; leads the coordination of local (City) emergency services with those of neighboring Cities, Counties, Special Districts and State agencies such as the Office of Emergency Services (OES), and Federal Agencies such as the Federal Emergency Management Agency (FEMA); and leads the coordination of local (City) law enforcement with other Local, State and Federal Law Enforcement Agencies.;
- 3) that the City Council hereby authorizes the Mayor to execute the Employment Agreement (Exhibit A)

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on December 17, 2024 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Kayla Reaster, Asst City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: CHRIS TENNS, ASSISTANT CHIEF

RE: PROPOSAL FOR PURCHASE OF OPTICOM SIGNAL INTERRUPTERS FOR EMERGENCY RESPONSE

DATE: DECEMBER 17, 2024

SUMMARY

The City Council shall consider the purchase of Opticom signal interrupters, which control intersection lights when public safety vehicles are approaching. The implementation of Opticom technology is aimed at reducing response times during emergencies and enhancing safety to our citizens and responders. These devices would be installed at 12 city traffic signal as well as 10 Caltrans traffic signal locations along Highway 162, enabling faster and safer passage for emergency vehicles through key intersections within the City.

DISCUSSION

In recent years, the City has seen an increased demand for efficient emergency response due to population growth and rising traffic congestion. Delays at intersections can seriously hinder emergency response times, putting public safety at risk. The Opticom system offers a solution that allows emergency vehicles to get priority at traffic signals. Opticom Signal Interrupters use infrared technology to communicate with traffic signals. When an emergency vehicle approaches the intersection, the device activates the system and works to change the signal to green, giving the vehicle a clear and safe path through the intersection. The system provides several benefits:

- **Reduced Response Times:** By giving emergency vehicles priority, valuable time will be saved in critical situations.
- **Improved Public Safety:** Faster response times lead to better outcomes in emergencies.
- **Safer Emergency Response:** The system reduces the risk of accidents at intersections, making it safer for both the public and emergency responders.

The implementation of this system requires infrastructure to be added at the applicable traffic signals along with hardware being added to the emergency response vehicles. Staff recommends a phased approach to roll out the Opticom system, starting with the installation of equipment on all City traffic signals. This first phase will lay the groundwork for improving traffic management, allowing staff to evaluate specific needs for police and fire vehicles, and assess how well it integrates with Caltrans infrastructure. Until all signals are evaluated, it's unknown what the exact cost will be. It's anticipated to be approximately \$53,000. This cost includes 10 vehicle emitters (5 for Fire and 5 for Police). More emitters will be needed after the assessment is complete.

The second phase will involve working with Caltrans to bring their signals into the system and would begin once phase one is completed. This step-by-step approach gives staff flexibility to adjust as staff move through the project to make sure the system is both effective and cost-efficient. After completing phase one, staff will reassess the project and submit a budget request for phase two in the upcoming budget process for Fiscal Year 2025/26. It is estimated that this will cost approximately \$50,000.

If approved by the council, the city will own and maintain the equipment. There will be no additional recurring fees, just routine maintenance after the initial installation.

FISCAL IMPACT

Approximately \$53,000 for Phase One of Opticom project. Phase two will be requested in the 2025/26 Fiscal Year budget. Funding for Phase One is being requested from Contingencies (requiring 5/7 vote).

RECOMMENDATION

Direct staff to purchase and install Opticom signal interrupters and vehicle emitters (10) for up to 12 City traffic signals; and

Approve budget adjustment from contingencies for up to \$53,000 (5/7 vote required).

ATTACHMENTS

Quote per signal

[illegible]



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CITY OF OROVILLE



FIRE DEPARTMENT

Statistics Package

11/1/2024 to 11/30/2024

Countywide Cooperative Fire & Rescue Service

Definitions and Notes

Terms

Dispatched Agencies:

All agencies that are dispatched by the CAL FIRE / Butte County Fire Department Oroville Emergency Command Center

First Due Station:

The jurisdictional agency station's area where the incident happened based on the Computer Aided Dispatch Dynamic Routing
First Due Station to another agency:

Item i.

Agencies

- CABIG City of Biggs Fire Department
- CABTU CAL FIRE Butte Unit
- CABTC Butte County Fire Department
- CACDF CAL FIRE (Out Of Unit Activity)
- CACHI City of Chico Fire Department
- CAEMD El Medio Fire Protection District
- CAGRD City of Gridley Fire Department
- CALNF United States Forest Service Lassen National Forest
- CAMAY Marysville Fire Department
- CAMTR Mooretown Rancheria
- CAORO City of Oroville Fire Department
- CAPNF United States Forest Service Plumas National Forest
- CAPRA Town of Paradise Fire Department
- CASTC Sutter County Fire Department
- CATCR Tehama County Fire Department
- CAXPU Plumas County Unprotected Area

Incident Types

- MED - Medicals
- MEDFSS (Medical Flight)
- MEDA - Medical Code 2
- T/C - Traffic Collisions
- HAZ-CON - Hazardous Conditions
- P/A - Public Assists
- OTH - Other / Miscellanies
- ECC - Emergency Command Center Specific Incidents
- HAZ-MAT - Hazardous Materials
- RESCUE - Technical Rescues
- VEG - Vegetation Fires
- STR - Structure Fires
- VEH - Vehicle Fires
- OTH FIRES - Other Fire Types not categorized above
- F/A - False Alarms (Fires)

Stations

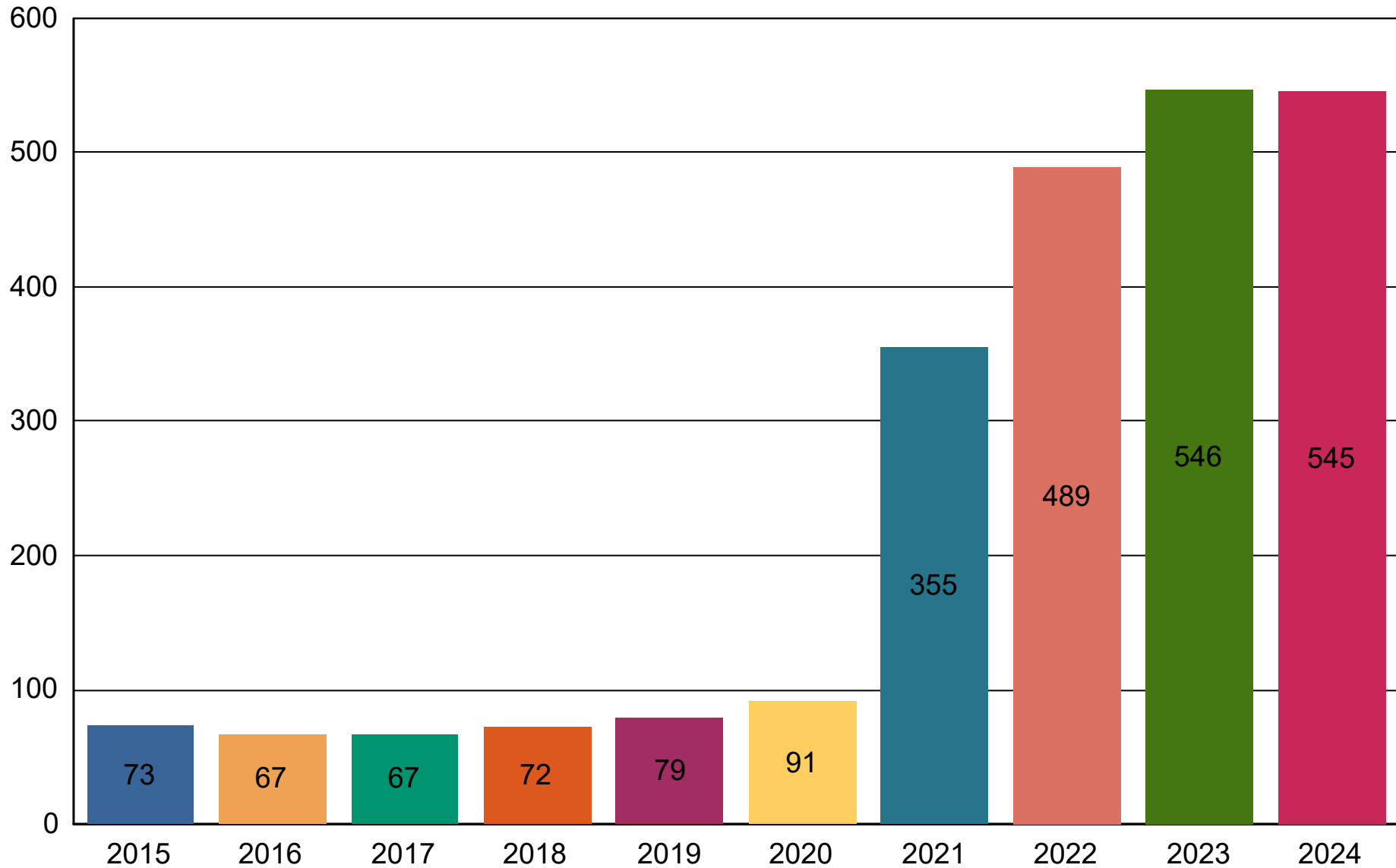
- | | | |
|------------------------------------|--------------------------------------|------------------------------------|
| 11 - CAL FIRE Butte Meadows | 13 - CAL FIRE Stirling City | 22 - CAL FIRE Cohasset |
| 23 - CAL FIRE Forest Ranch | 25 - Butte County Fire Butte College | 33 - Butte County Fire Upper Ridge |
| 35 - CAL FIRE Paradise | 36 - CAL FIRE Jarbo Gap | 41 - Butte County Fire Nord |
| 44 - Butte County Fire South Chico | 45 - Butte County Fire Durham | 51 - CAL FIRE Feather Falls |
| 54 - CAL FIRE Robinson Mill | 55 - Butte County Fire Bangor | 62 - CAL FIRE Harts Mill |
| 63 - CAL FIRE Oroville | 64 - Butte County Fire Kelly Ridge | 71 - Butte County Fire Richvale |
| 72 - Butte County Fire Palermo | 73 - Butte County Fire Biggs | 74 - Butte County Fire Gridley |
| 81 - Paradise Birch Street | 82 - Paradise South Libby Rd | 91- CAL FIRE Oroville |

ECC - CAL FIRE Oroville Emergency Command Center

10 Year Incident Comparison By Year All Incidents

11/1/24 To 11/30/24

Item i.



* DATA IS UNAVAILABLE PRIOR TO 02/11/2004

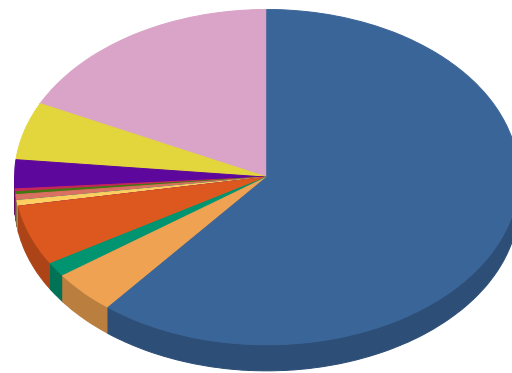


Agency Activity 11/1/2024 to 11/30/2024

Item i.

	MED	T/C	HAZ-CON	P/A	OTH	ECC	HAZ-MAT	VEG	STR	VEH	OTH FIRE	F/A
CAORO	332	23	7	31	1	2	1	2	2	1	16	30
Total	332	23	7	31	1	2	1	2	2	1	16	30

Incident Type Percentages (All Agencies)



MEDICALS	332	60.9%
TRAFFIC COLLISIONS	23	4.2%
HAZARDOUS CONDITIONS	7	1.3%
PUBLIC ASSISTS	31	5.7%
OTHER INCIDENTS	1	0.2%
ECC INCIDENTS	2	0.4%
HAZARDOUS MATERIALS	1	0.2%
VEGETATION FIRES	2	0.4%
STRUCTURE FIRES	2	0.4%
VEHICLE FIRES	1	0.2%
OTHER FIRES	16	2.9%
FALSE ALARMS	30	5.5%
MEDA	97	17.8%
Total:	545	100.0%



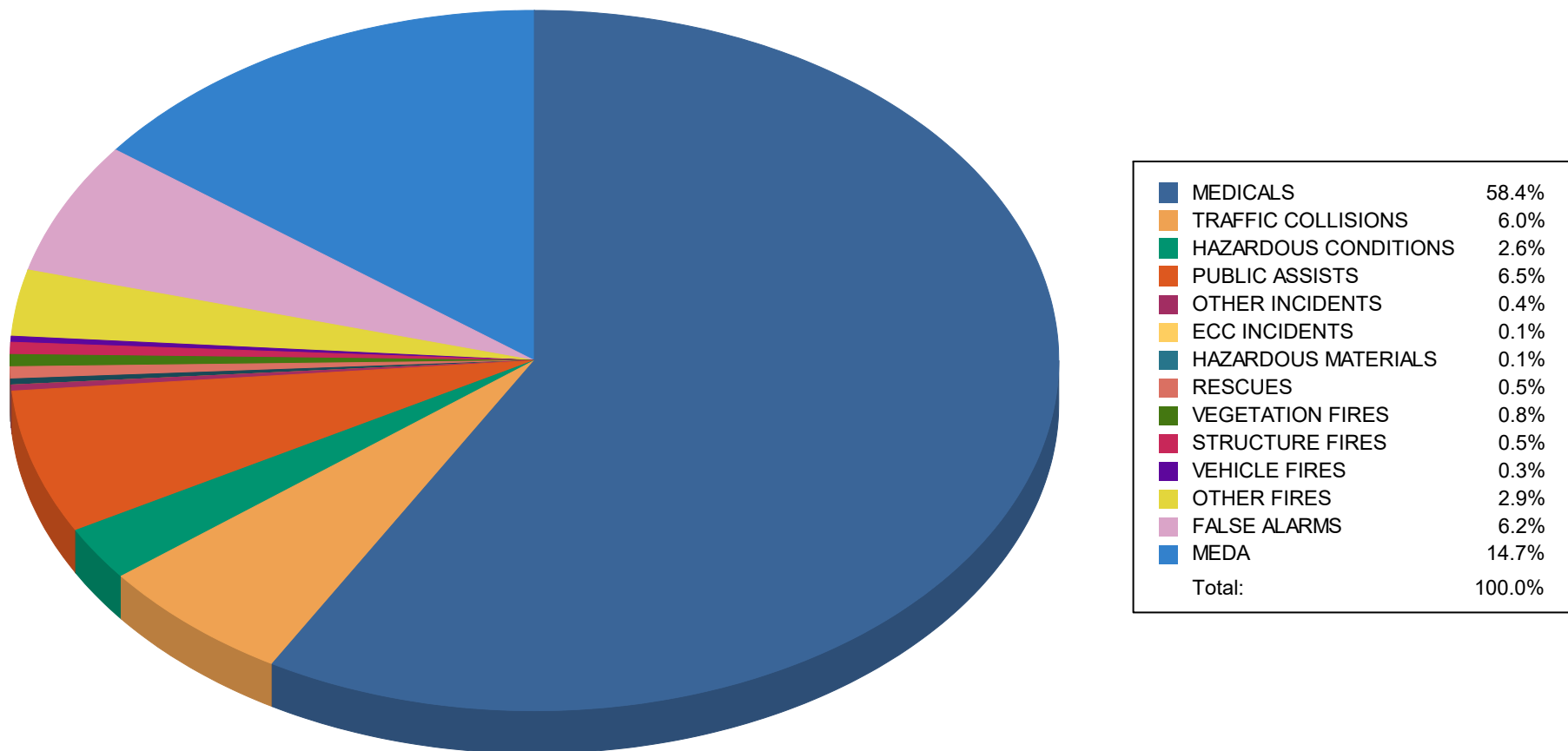
All Dispatched Agencies First Due Station Activity By Type 11/1/2024 To 11/30/2024

Item i.

	MED	T/C	HAZ-CON	P/A	OTH	VEG	STR	VEH	OTH FIRE	F/A	MEDA	Total
63	91	9	3	5	0	0	2	0	2	6	27	145
64	82	5	2	12	1	0	0	1	5	5	19	132
91	331	23	7	31	0	3	2	1	16	31	97	542
Total	504	37	12	48	1	3	4	2	23	42	143	819

All Dispatched Agencies Incident Activity by Type **11/1/2024 TO 11/30/2024**

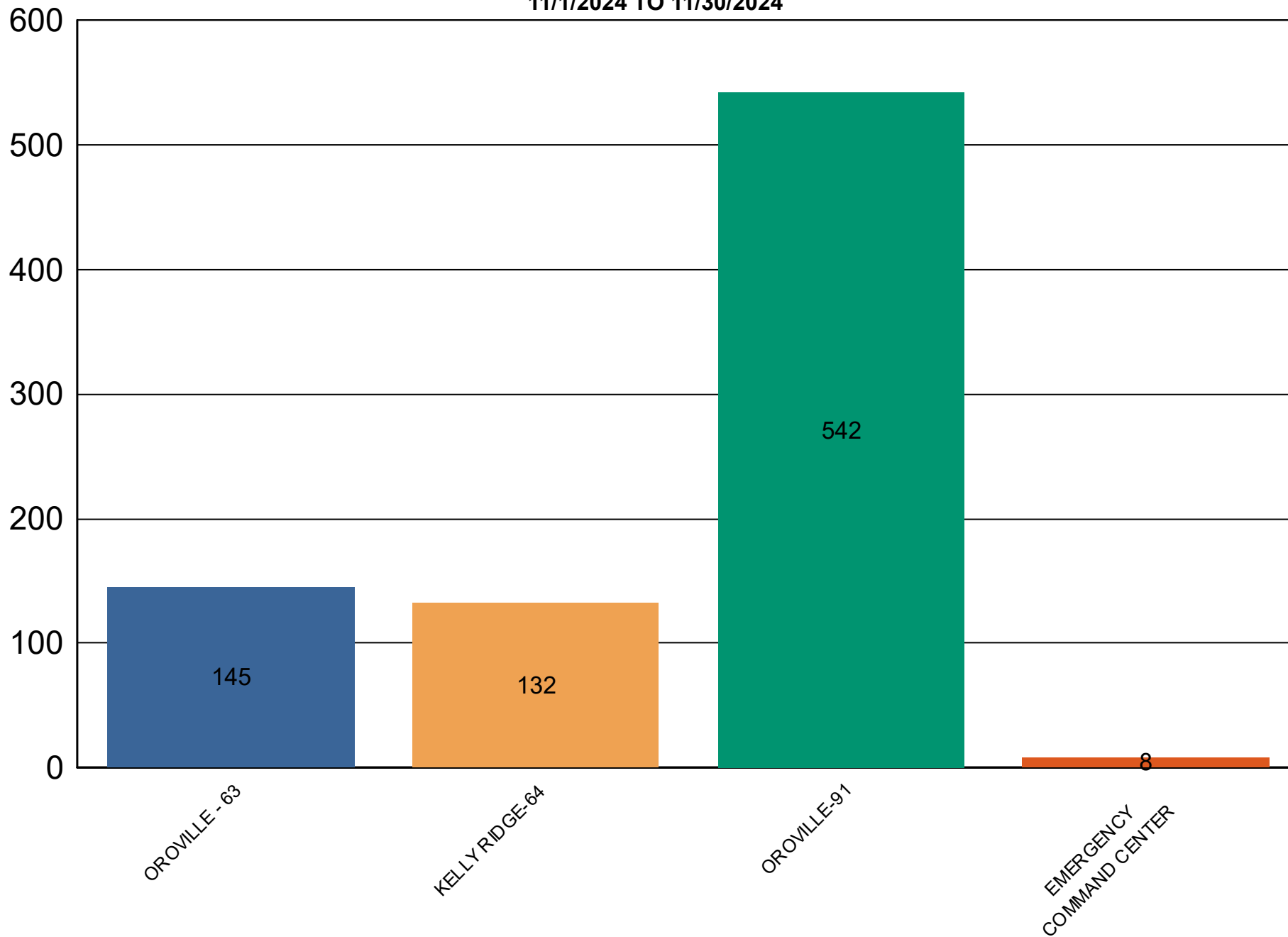
Item i.



ALL DISPATCHED AGENCIES FIRST DUE STATION ACTIVITY

11/1/2024 TO 11/30/2024

Item i.



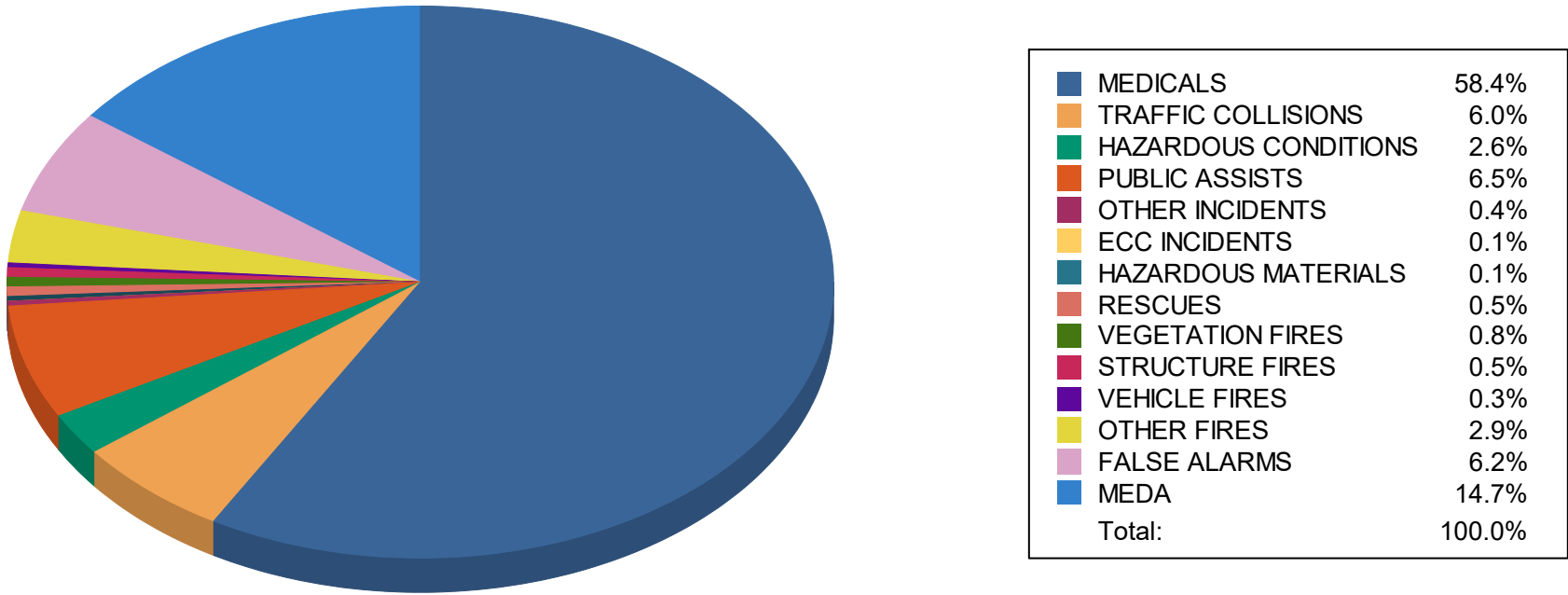


Incident Activity by Type For City of Oroville FD 11/1/2024 To 11/30/2024

Item i.

	MED	T/C	HAZ-CON	P/A	OTH	ECC	HAZ-MAT	VEG	STR	VEH	OTH FIRE	F/A	MEDA	Total
ECC	1	0	0	0	2	2	1	0	0	0	0	0	0	6
63	91	9	3	5	0	0	0	0	2	0	2	6	27	145
64	82	5	2	12	1	0	0	0	0	1	5	5	19	132
91	331	23	7	31	0	0	0	3	2	1	16	31	97	542
Total	505	37	12	48	3	2	1	3	4	2	23	42	143	825

Incident Activity by Type For City of Oroville FD





Cooperator Assistance Provided to **CAL FIRE**/Butte County Fire 11/1/2024 to 11/30/2024

Item i.

	MED	T/C	HAZ-CON	P/A	RESCUE	VEG	STR	VEH	OTH FIRE	F/A	MEDA	Total
CAORO	382	40	9	35	3	5	3	2	18	41	105	643
Total	382	40	9	35	3	5	3	2	18	41	105	643

Resource Agency Response to Jurisdictional Agency 11/1/2024 to 11/30/2024

CAORO to CAORO

Total Number of Incidents: **421**

Total Number of Resources Responding: **502**

		MED	T/C	HAZ-CON	P/A	VEG	STR	VEH	OTH FIRE	F/A	MEDA	Total
CAORO	B9A	0	6	2	0	0	1	0	0	5	0	14
	B9B	0	8	0	0	0	1	0	0	4	0	13
	E391	3	1	0	0	0	1	0	0	1	0	6
	E91	93	8	3	4	2	1	1	6	12	33	163
	E92	123	7	5	6	0	2	0	7	13	34	197
	T91	39	12	5	15	0	1	1	4	15	17	109
	Total	258	42	15	25	2	7	2	17	50	84	502



Resource Agency Response to Jurisdictional Agency 11/1/2024 to 11/30/2024

Item i.

Total Number of Incidents: **118**

Total Number of Resources Responding: **121**

CABTC to CAORO

		MED	T/C	HAZ-CON	P/A	HAZMAT	VEG	STR	VEH	OTH FIRE	F/A	MEDA
CABTC	E63	58	9	1	11	0	0	1	0	3	5	12
	E64	5	0	1	0	1	1	1	1	0	2	0
	E71	0	1	0	0	0	0	0	0	0	1	0
	E72	1	2	0	1	0	0	0	0	0	0	0
	Others	2	0	0	0	0	0	0	0	0	0	1
	Total	66	12	2	12	1	1	2	1	3	8	13



Resource Agency Response to Jurisdictional Agency 11/1/2024 to 11/30/2024

Total Number of Incidents: **87**

Total Number of Resources Responding: **95**

CAORO to CABTC

		MED	T/C	HAZ-CON	P/A	RESCUE	VEG	STR	VEH	F/A	MEDA	Total
CAORO	B9A	0	6	2	0	3	0	0	0	0	0	11
	B9B	0	3	0	0	0	0	0	1	0	0	4
	E391	0	0	0	0	0	0	1	0	0	0	1
	E91	25	4	0	2	0	2	0	0	6	4	43
	E92	17	5	0	2	0	0	1	1	3	4	33
	T91	0	0	0	1	1	0	0	0	0	0	2
	U91	0	0	0	0	1	0	0	0	0	0	1
	Total	42	18	2	5	5	2	2	2	9	8	95



Resource Agency Response to Jurisdictional Agency 11/01/2024 to 11/30/2024

Item i.

Total Number of Incidents: 72

Total Number of Resources Responding: 115

CAL FIRE to CAORO

		MED	T/C	HAZ-CON	HAZMAT	VEG	STR	VEH	OTH FIRE	F/A	MEDA	OAMADM	Total
CABTU	B2102	0	2	0	0	0	0	0	0	3	0	0	5
	B2112	0	2	0	0	0	0	0	0	0	0	0	2
	B2115	0	1	0	1	0	0	1	0	0	0	0	3
	B2116	0	4	0	0	0	0	0	0	0	0	0	4
	B2117	0	1	0	0	0	0	0	0	4	0	0	5
	B2118	0	0	0	0	0	0	0	0	1	0	0	1
	D2104	0	0	1	0	0	0	0	0	0	0	0	1
	D2105	0	0	0	0	0	0	1	0	0	0	0	1
	E2160	3	0	0	0	0	0	0	0	1	0	0	4
	E2165	1	0	0	0	0	0	0	0	0	1	0	2
	E2169	18	5	2	0	0	2	0	1	3	1	0	32
	E2180	5	3	1	0	0	0	0	0	2	4	0	15
	E2185	1	0	0	0	0	0	0	0	1	0	0	2
	E2196	8	2	0	0	0	0	0	2	0	0	0	12
	P2121	0	0	0	0	1	0	0	0	0	0	1	2
	PIO2150	0	0	1	0	0	1	0	0	0	0	0	2
	PIOADVSE	0	0	2	0	0	2	1	0	3	0	0	8
	PRVADVSE	0	0	2	0	0	2	1	0	5	0	0	10
	S2103	0	1	0	0	0	2	0	0	0	0	0	3
	T2107	0	0	0	0	0	0	0	0	1	0	0	1

		MED	T/C	HAZ-CON	HAZMAT	VEG	STR	VEH	OTH FIRE	F/A	MEDA	OAMADM	Item i.
CABTU	Total	36	21	9	1	1	9	4	3	24	6	1	115

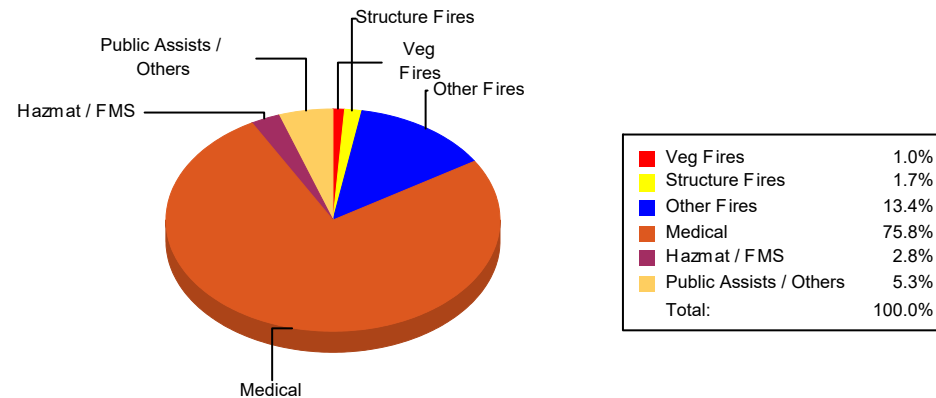


Battalion 9 Total Responses 11/1/2024 to 11/30/2024

Item i.

	Veg Fires	Structure Fires	Other Fires	Medical	Hazmat / FMS	Public Assists /	Total
B9A	1	1	5	15	4	1	27
B9B	0	1	6	12	0	1	20
E391	0	2	1	4	0	0	7
E91	5	1	25	167	3	6	207
E92	0	4	24	190	5	8	231
T91	0	1	20	69	5	16	111
Total	6	10	81	457	17	32	603

Number of Incidents / Incident Type





Incident Activity by Station **11/1/2024 To 11/30/2024**

Item i.

	CABTC	CABTU	CAORO	Total
63	144	1	0	145
64	123	9	0	132
91	3	0	539	542
ECC	0	2	4	6
Total	270	12	543	825