



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

February 15, 2022
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

To view the meeting, attend the meeting or provide comment, please see the options below. All comments emailed will be provided to the Council Members for their consideration.

To View the Meeting:

1. Watch our live feed <https://www.youtube.com/channel/UCAoRW34swYI85UBfYqT7IbQ/>
2. Watch via Zoom
<https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09>
Meeting ID: 968 7031 9529
Passcode: 67684553
3. Listen via Telephone
Telephone: 1-669-900-6833
Meeting ID: 968 7031 9529
Passcode: 67684553

To Provide Comment to the Council:

1. Email before the meeting by 2:00 PM your comments to publiccomment@cityoforoville.org
2. Attend the meeting in person.

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 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: David Pittman, Eric Smith, Krysi Riggs, Art Hatley, Janet Goodson, Vice Mayor Scott Thomson, Mayor Chuck Reynolds

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.
2. Pursuant to Government Code Section 54957(b), the Council will meet with City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following position: Police Chief.

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. A presentation regarding sober living and other group homes, including how they are regulated by Oroville and other jurisdictions, and where they are concentrated in the city.

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.

CONSENT CALENDAR

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

1. APPROVAL OF THE MINUTES

The City Council May approve the minutes of December 7, 2021, February 1, 2022 and February 2, 2022.

RECOMMENDATION

Approve the minutes of December 7, 2021, February 1, 2022 and February 2, 2022.

2. FREE ADMISSION DAYS FOR ALL CITY MUSEUMS

Council may approve free admission to all City Museums on February 26, 2022 and February 27, 2022

RECOMMENDATION

Authorize free admission days for all City Museums on February 26, 2022 and February 27, 2022 in support of Explore Butte County

3. AUTHORIZATION OF OWENERSHIP OF BOLTS ANTIQURE TOOL MUSEUM

The Council may approve the final buy out of Bolts Antique Tool Museum, gift shop and office supplies.

RECOMMENDATION

Authorize staff to purchase the requested items in the Bolt's Antique Tool Museum for a total of \$9,500.00.

4. DONATION OF SEVERAL EDUCATIONAL ITEMS TO THE CHINESE TEMPLE & MUSEUM COMPLEX

The Commission may consider accepting the donation of a terra-cotta warrior statue and a cloisonne vase to the Chinese Temple & Museum Complex.

RECOMMENDATION

Accept the two donations to the Chinese Temple and Museum Complex

5. ANNUAL LONG TERM MONITORING REPORTS - HOME MULTIFAMILY RENTAL HOUSING PROJECTS

The Council may consider a Professional Services Agreement with R.L. Hastings & Associates, LLC, for the preparation of HOME Investment Partnerships Program annual monitoring documentation reports for four (4) multi-family rental housing projects, for 3 years.

RECOMMENDATION

Adopt Resolution No. 9026- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH R. L. HASTINGS & ASSOCIATES, LLC, IN THE AMOUNT OF \$12,800 YEAR 1, \$13,800 YEAR 2, \$13,800 YEAR 3, TO PREPARE THE ANNUAL LONG-TERM MONITORING REPORT FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS, for three (3) yeas. - (Agreement No. 3237-2).

6. AGREEMENT WITH BURKE, WILLIAMS, AND SORENSEN LLP ATTORNEYS AT LAW FOR LEGAL SERVICES FOR LABOR NEGOTIATION MATTERS

The Council will consider a professional services agreement with Burke, Williams and Sorensen LLP, a Law Firm to represent the City of Oroville in various labor negotiations.

RECOMMENDATION

Adopt Resolution No. 9027- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BURKE, WILLIAMS AND SORENSEN LAW OFFICES- (Agreement No. 3403).

PUBLIC HEARINGS – 5:15 PM

The Public Hearing Procedure is as follows:

- Mayor or Chairperson opens the public hearing.
- Staff presents and answers questions from Council
- 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
- Council debate and action

7. ANNEXATION OF THE VILLAGE AT RUDDY CREEK SUBDIVISION INTO THE CITY'S ASSESSMENT DISTRICTS

This item has been continued to the March 1, 2022 City Council Meeting

REGULAR BUSINESS

8. COUNCIL APPOINTMENT TO THE BUTTE COUNTY MOSQUITO AND VECTOR CONTROL BOARD

The Mayor may appoint a Council Member to serve on the Butte County Mosquito and Vector Control Board of Trustees. Once the Mayor has made an appointment, the Council will vote to confirm the appointment.

RECOMMENDATION

Staff recommends that the mayor make an appointment and that the council confirm the appointment for a term expiring February 28, 2024.

9. AUTHORIZATION TO RELEASE A REQUEST FOR PROPOSAL FOR MARKETING SERVICES

The Council may provide direction to the City Administrator to release a Request for Proposal (RFP) for Marketing Services.

RECOMMENDATION

Authorize staff to release a Request for Proposal for Marketing Services for the City of Oroville

10. HOUSING NAVIGATION SERVICES

The Council will consider entering into an agreement to provide Housing Navigation Services as described in the attached Memorandum of Understanding between Butte County's Department of Employment and Social Services and the City of Oroville.

RECOMMENDATION

Enter into the 3-year agreement to provide Housing Navigation Services described in the attached Memorandum of Understanding between Butte County's Department of Employment and Social Services and the City of Oroville.

11. LETTER OF SUPPORT FOR AB 1599 THE REPEAL OF PROPOSITON 47

The Council may authorize a letter of support for AB 1599 a repeal of Proposition 47.

RECOMMENDATIONS

Authorize letter of support for AB 1599

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports

2. Future Agenda Items

3. Administration Reports

i. Departmental Reports for January 2022

4. Correspondence

i. Resignation from Planning Commissioner Mike Britton

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on March 1, 2022 at 4:00 p.m.

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

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



**December 07, 2021
MINUTES**

This agenda was posted on December 3, 2021 at 2:09pm. This meeting was recorded and may be viewed at Cityoforoville.org or on YouTube.

CALL TO ORDER / ROLL CALL

Mayor Reynolds called the meeting to order at 4pm.

PRESENT: Council Members: David Pittman, Eric Smith, Krysi Riggs, Art Hatley (4:02pm), Janet Goodson (4:02pm), Vice Mayor Scott Thomson, Mayor Chuck Reynolds

ABSENT: None

STAFF: City Administrator Bill LaGrone, Assistant City Administrator Ruth Wright, Assistant Community Development Director Dawn Nevers, Assistant City Clerk Jackie Glover, City Attorney Scott Huber, Acting Fire Chief Chris Tenms, City Treasurer Karolyn Fairbanks, Principal Planner Wes Ervin.

CLOSED SESSION

The Council Convened to closed session.

The council returned to open session to receive information from the City Attorney Huber.

City Attorney Huber stated that The following item came to the attention of the City staff subsequent to the posting of the agenda for this December 7, 2021 meeting. Pursuant to Government Code Section 54954.2, staff is requesting the Council take action to add this item to the agenda:

Amend the Agenda to add Closed Session Item No. 3, as follows:

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.

Motion by Council Member Goodson and second by Council Member Pittman to amend the agenda and add Item 3 of closed session to the agenda. Motion passed unanimously.

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

NOES: None

ABSTAIN: None

ABSENT: None

The council convened to closed session

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following position: Police Chief.

2. Pursuant to Government Code Section 54957(b), the Council met with Acting City Administrator, Personnel Officer, and/or City Attorney to consider the evaluation of performance related to the following position: Assistant Community Development Director.
3. Pursuant to Government Code section 54956.9(d)(2), the Council met with the City Administrator and City Attorney regarding potential exposure to litigation – Two cases.

OPEN SESSION

1. Announcement from Closed Session – Mayor Reynolds announced that direction was given; no action was taken.
2. Pledge of Allegiance – Led by Mayor Reynolds
3. Adoption of Agenda – Motion by Council Member Smith and second by Council Member Goodson to adopt the agenda. Motion passed.

AYES: Hatley, Smith, Pittman, Goodson, Riggs, Thomson, Reynolds
 NOES: None
 ABSTAIN: None
 ABSENT: None

PRESENTATIONS AND PROCLAMATIONS

1. The Council received a Harlem Bible from the Retired Judges of America and Retired Judge Derrell White
2. The council received a presentation from Brian Wong, Sarah Nolan, Shawn Rohrbacker, Robert Baitmen, and other community members regarding the Oroville Dam Relicensing

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following individuals spoke on non-agenda items:

- | | | |
|----------------------|------------------|----------------|
| • Stephanie Erish | • Bryan Williams | • Pastor David |
| • Stephanie Holstien | • Bill Speer | Goodson |

The following spoke on agenda items:

- | | | |
|---|------------------------------|-------------------------------|
| • Susan Sims – Item 2
of Presentations | • Mike Brown – Item 11 | • Kevin Thompson –
Item 11 |
| • Stephanie Eirish –
Item 11 | • Annie Terry – Item 11 | |
| | • Frank Johnson – Item
11 | |

CONSENT CALENDAR

Motion by Council Member Goodson and vote called by Mayor Reynolds to adopt the consent calendar items 1 – 9 excluding item 8. Motion passed unanimously.

AYES: Hatley, Smith, Pittman, Goodson, Riggs, Thomson, Reynolds
 NOES: None
 ABSTAIN: None
 ABSENT: None

1. APPROVAL OF THE MINUTES

The City Council approved the minutes of November 2, 2021, November 16, 2021 and November 18, 2021.

2. SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS BETWEEN THE COUNTY OF BUTTE AND THE CITY OF OROVILLE RELATED TO THE SOUTHSIDE COMMUNITY CENTER

The City Council received information on the final settlement agreement between the County of Butte and the City of Oroville regarding the Southside Community Center. The agreement releases any interest the City has in the property for a onetime payment of \$250,000.00. The council authorized and directed the Mayor to sign agreement to release the City of Oroville's claim to property.

3. SECOND READING OF ORDINANCE 1858 TO REZONE PROPERTY USED AS A PUBLIC SCHOOL AT 440 PLUMAS AVENUE TO PUBLIC-QUASI PUBLIC.

The Oroville City Council conducted a second reading of Zoning Code Amendment ZC 21-07 to rezone a parcel at 440 Plumas Avenue (APN 031-172-082) and adopted Ordinance No. 1858 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING ZONING CHANGE ZC 21-07 TO REZONE APPROXIMATELY 12.68 ACRES AT 440 PLUMAS AVENUE (APN 031-172-082)

4. SR 162 ATP PROJECT - PROJECT MANAGEMENT CONTRACT AMENDMENT

The Council considered a contract amendment for the SR 162 ATP Project to complete additional studies required by Caltrans and support right-of-way acquisition to complete the design and construction of the project as defined under the ATP grant. This amendment request covers the project management of the project and grant for the City as administered by Bennett Engineering Services. The Council approved a contract amendment for Bennett Engineering to continue to provide Project Management Services through the extended project schedule.

5. SECOND READING OF ORDINANCE 1857 TO REZONE PROPERTY USED AS A CHURCH AT 2833 FORT WAYNE STREET TO PUBLIC-QUASI PUBLIC.

The Oroville City Council conducted a second reading and considered approving Zoning Change ZC 21-04 to rezone two parcels at 2833 Fort Wayne Street (APN 035-169-001 and 035-066-012). The council adopted ordinance no. 1857 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING ZONING CHANGE ZC 21-04 TO REZONE APPROXIMATELY 1.4 ACRES AT 2833 FORT WAYNE STREET AND LOT ACROSS THE STREET (APN# 035-169-001 and 035-066-012)

6. ZONING CHANGE ZC 21-08 REZONING OF A 3.91-ACRE PORTION OF APN 035-250-002 TO HIGH DENSITY RESIDENTIAL (R-3).

The Oroville City Council conducted a second reading and considered approving Zoning Change ZC 21-08 to rezone a 3.91-acre portion of APN 035-250-002 to High Density Residential (R-3) for a future Veterans' housing project. City Council adopted Ordinance No. 1859 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING ZONING CHANGE ZC 21-08 TO REZONE A PORTION OF APN 035-250-002 FROM PUBLIC QUASI-PUBLIC (PQ) ZONING TO HIGH DENSITY RESIDENTIAL (R-3)

7. INFORMATIONAL REPORT OF BUDGETED PURCHASE AND INSTALLATION OF PEDESTRIAN CROSSING BEACONS AT THREE LOCATIONS

The Council receive information regarding the purchase and installation of pedestrian crossing beacons at three locations.

9. SECOND READING OF ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE RELATED TO THE AMENDMENT OF CHAPTER 13.08 (GARBAGE, RUBBISH, AND WEEDS) OF TITLE 13 (PUBLIC SERVICES) TO ADD ARTICLE 3 (SOLID WASTE, RECYCLING AND ORGANIC WASTE DISPOSAL REDUCTION)

The Council conducted a second reading of Ordinance No. 1861 to implement the requirements of AB 341, AB 1826, and the SB 1383 Regulations. The Council adopted ordinance No. 1861 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE RELATED TO THE AMENDMENT OF CHAPTER 13.08 (GARBAGE, RUBBISH, AND WEEDS) OF TITLE 13 (PUBLIC SERVICES) TO ADD ARTICLE 3 (SOLID WASTE, RECYCLING AND ORGANIC WASTE DISPOSAL REDUCTION).

8. FINAL MUNICIPAL SERVICES REVIEW

The City Council reviewed the final 2021 Municipal Services Review prior to final review and approval by Butte Local Agency Formation Commission (LAFCo).

The City Council provided comments to be forwarded to LAFCo during the 21-day public comment period.

Motion by Council Member Pittman and second by Council Member Goodson to approve the 2021 Municipal Services review item with comments.

AYES: Smith, Pittman, Goodson, Riggs, Thomson, Reynolds
 NOES: Hatley
 ABSTAIN: None
 ABSENT: None

REGULAR BUSINESS

10. CORONAVIRUS FISCAL RECOVERY FUNDING, IN AN AMOUNT OF \$300,000 FOR THE OROVILLE INN

The City Council received information on the need of financial support in an amount of \$300,000 for the continued operation of the Oroville Inn. A loan was made at 3.2% interest and was secured by recording the loan on title to the property.

The council consented to bring back guidelines for a loan program for businesses significantly impacted by COVID 19.

11. EL MEDIO FIRE DISTRICT

The City Council discussed potential solutions for the continued operation of the El Medio Fire District

Motion by Mayor Reynolds and second by Vice Mayor Thomson to not form a JPA with El Medio Fire District.

AYES: Smith, Riggs, Thomson, Reynolds

NOES: Hatley, Pittman, Goodson
ABSTAIN: None
ABSENT: None

Item 1.

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
 - a. Riggs – Thanked those that attended the Tree Lighting, mentioned the upcoming Parade of Lights
 - b. Reynolds – Tree Lighting was a great event; thanked the Downtown Business Association
 - c. Thomson – Spoke about the Harlem Bible and suggested that all future council members sign the Harlem Bible that was gifted to the City.
 - d. Pittman – Attended the Oroville Dam Safety Meeting, Mentioned that there have been zero water deliveries to state water contractors, only deliveries for health and safety, received an update on road work at the Spillway, considering another outflow area at the dam.
2. Future Agenda Items
 - a. Pittman – Shoplifting Ordinance
 - b. Huber – Looking into SBF options, Lighting and Security around Lott Home and other parks.
3. Administration Reports
 - a. LaGrone – Cancelled the December 21, 2021 meeting with the consensus of the council.
 - b. Chief Tenness – Three new hires almost ready to start. Type 6 engine is in the process of being ordered
 - c. Nevers – Traffic light at Table Mtn and Grand has been fixed.
4. Correspondence
 - i. PG&E Correspondence

ADJOURN THE MEETING

Mayor Reynolds adjourned the meeting at 7:14pm

APPROVED:

ATTESTED:

Mayor Chuck Reynolds

Assistant City Clerk Jackie Glover

**February 01, 2022
MINUTES**

This meeting agenda was posted on January 28, 2021. This meeting was recorded and may be viewed at Cityoforoville.org or on YouTube.

CALL TO ORDER / ROLL CALL

Mayor Reynolds called the meeting to order at 1pm.

PRESENT: Council Members: David Pittman, Eric Smith, Krysi Riggs, Art Hatley, Janet Goodson (approximately 1:45pm), Vice Mayor Scott Thomson, Mayor Chuck Reynolds

Staff Present: City Administrator Bill LaGrone, Assistant City Administrator Ruth Wright, Assistant City Clerk Jackie Glover, Assistant Community Development Director Dawn Nevers, City Attorney Scott Huber, Code Enforcement Director Ron Belser, Interim Fire Chief Chris Tennes, Management Analyst III Amy Bergstrand, City Treasurer Karolyn Fairbanks

Pledge of Allegiance led by Mayor Reynolds

Motion by Vice Mayor Thomson and second by Council Member Smith to Adopt the agenda. Motion passed.

AYES: Hatley, Smith, Riggs, Pittman, Thomson, Reynolds
NOES: None
ABSTAIN: None
ABSENT: Goodson

CLOSED SESSION

The Council convened to Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following position: Police Chief

OPEN SESSION

1. Announcement from Closed Session – Mayor Reynolds announced that direction was given; no action taken
2. Pledge of Allegiance – Led by Mayor Reynolds
3. Adoption of Agenda – Motion by Council Member Smith and second by Council Member Goodson to adopt the agenda. Motion passed.

AYES: Hatley, Smith, Pittman, Goodson, Riggs, Thomson, Reynolds
NOES: None
ABSTAIN: None
ABSENT: None

PRESENTATIONS AND PROCLAMATIONS

1. Optimist Day Proclamation Presentation - Mayor Reynolds presented Scott Lawrence from Optimist Club International with the Proclamation.
2. Code Enforcement Department Presentation – Presented by Code Enforcement Director Ron Belser.

Mayor Reynolds spoke to the public about a personal matter with the IRS.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following individuals spoke on non-agenda items:

- | | | |
|-----------------|----------------------|------------------|
| - The Cameraman | - Anna Kastner | - Tasha Levinson |
| - Cathryn Hudin | - Stephanie Holstein | - Ken Malone |
| - Bill Speer | - Bryan Williams | - Freda Flint |

Mayor Reynolds requested a moment of silence for Machele Conn, Lead City Docent and Parks Commissioner who recently passed away.

The Following individuals spoke on Agenda Items:

- | | |
|-----------------------------|-------------------------------|
| - Bill Speer – Item 3, 7 | - Natalie Sheard – Item 7 |
| - Anna Kastner – Item 6 | - Bryan Williams – Item 7 |
| - Joan Bosque – Item 6 | - Stephanie Holstein – Item 7 |
| - Nikki Small – Item 7 | - Ken Malone – Item 7 |
| - Stephanie Eirish – Item 7 | - Celia Hirschman – Item 7 |
| - Julie Miller – Item 7 | - Bobby O'Reiley – Item 7 |

CONSENT CALENDAR

Motion by Council Member Goodson and second by Council Member Smith to approve the consent calendar excluding items 3, 6, 7. Motion passed.

AYES: Hatley, Smith, Pittman, Goodson, Riggs, Thomson, Reynolds
 NOES: None
 ABSTAIN: None
 ABSENT: None

1. APPROVAL OF THE MINUTES

City Council approved the minutes of December 16, 2021, January 4, 2022, January 6, 2022 and January 11, 2022.

2. PAVING PROJECT TASK ORDERS

The Council directed staff to issue task orders for the design of pavement reconstruction projects for the 2021-22 construction season.

4. DECLARE BY RESOLUTION, AUTHORIZATION OF THE CITY ADMINISTRATOR TO EXECUTE ALL GRANT DOCUMENTS TO CALRECYCLE FOR AN SB 1383 LOCAL ASSISTANCE GRANT IN THE AMOUNT OF \$24,450

The Council considered a resolution authorizing the City Administrator to execute all grant documents for the CalRecycle application for an SB 1383 Local Assistance Grant funding in the

amount of \$24,450, and adopted Resolution No. 9025 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, STATE OF CALIFORNIA, AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT TO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) AN APPLICATION FOR A SB 1383 LOCAL ASSISTANCE GRANT IN THE AMOUNT OF \$24,450 AND EXECUTE ALL NECESSARY GRANT RELATED DOCUMENTS

5. COUNCIL APPOINTMENTS TO COMMITTEES, COMMISSIONS AND BOARDS

The Mayor's appointment of council members to various boards, committees and commissions made and Council approved the appointments.

3. OAK TREE MITIGATION AGREEMENT FOR APN: 026-010-068 & 026-010-069

The Council received information regarding a mitigation agreement to the City's Oak Tree Loss Mitigation for property owner of APN: 026-010-068 & 026-010-069.

Motion by Council Member Smith and second by Council Member Goodson to move forward with the agreement with the property owner. Motion passed.

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

NOES: None

ABSTAIN: None

ABSENT: None

6. CULTURAL FACILITIES CURATOR / VOLUNTEER COORDINATOR

The City Council considered amending the previously adopted job description for a Cultural Facilities Curator / Volunteer Coordinator from a part-time position to a fulltime benefitted position.

Motion by Council Member Goodson and Second by Council Member Smith to amend the previously adopted Cultural Facilities Curator / Volunteer Coordinator position from a part-time 28-hour position with no benefits to a fulltime 40-hour benefitted position. Motion passed.

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

NOES: None

ABSTAIN: None

ABSENT: None

7. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE CALIFORNIA, AMENDING TITLE 2, CHAPTER 2.08 OF THE MUNICIPAL CODE OF THE CITY OF OROVILLE AND ADOPTING REVISED DISTRICT VOTING BOUNDARIES AND ESTABLISHING A SEQUENCE FOR EACH DISTRICT ELECTION (SECOND READING)

The Council considered the adoption of Ordinance No. 1862 to amend Title 2, Chapter 2.08 of the Municipal code of the City of Oroville to adopt revised District voting boundaries and to establish a sequence for each District election.

Motion by Mayor Reynolds and second by Vice Mayor Thomson to amend the ordinance to have Districts A, C, and F up for election in 2022. Motion failed.

AYES: Smith, Thomson, Reynolds

NOES: Hatley, Riggs, Goodson, Pittman

ABSTAIN: None

ABSENT: None

Motion by Council Member Pittman and seconded by Council Member Goodson to waive the second reading and Adopt Ordinance No. 1862 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADOPTING AMENDMENTS TO TITLE 2, CHAPTER 2.08 OF THE MUNICIPAL CODE OF THE CITY OF OROVILLE AND ADOPTING REVISED DISTRICT VOTING BOUNDARIES. Motion passed.

AYES: Hatley, Riggs, Goodson, Pittman
 NOES: Smith, Thomson, Reynolds
 ABSTAIN: None
 ABSENT: None

REGULAR BUSINESS

8. AUTHORIZATION TO RELEASE A REQUEST FOR PROPOSAL FOR MARKETING SERVICES

This item was continued to February 15, 2022.

9. AMERICAN RESCUE PLAN LOANS FOR SMALL BUSINESSES NEGATIVELY IMPACTED BY COVID

The City Council received information and provided direction on a potential loan problem to assist small businesses that have been negatively impacted by the pandemic.

Motion by Vice Mayor Thomson and seconded by Council Member Smith to approve a loan program for business significantly impacted by COVID 19. Motion passed.

AYES: Hatley, Smith, Pittman, Goodson, Riggs, Thomson, Reynolds
 NOES: None
 ABSTAIN: None
 ABSENT: None

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
 - a. Smith – Participated in the Point in Time Survey gathering; spoke about the upcoming Arbor Day Event and Explore Butte County Museum Week.
 - b. Pittman – provided a Butte County Housing Authority update; attended the groundbreaking for the Hampton Inn
2. Future Agenda Items –
 - a. Oak Tree Ordinance (Requested by Mayor Reynolds),
 - b. Museum Week Fee Waiver (Requested by Council Member Smith)
3. Administration Reports
 - a. Wright – Payroll software implemented recently and did not meet the needs of the city therefore the city pulled the plug and is currently looking at two other payroll software programs.
 - b. Huber – Mentioned he would send the council members a zoom link for the closed session for February 2, 2022.
4. Correspondence
 - i. FERC Correspondence

ADJOURN THE MEETING

Mayor Reynolds adjourned the meeting at 7:43pm.

APPROVED:

ATTESTED:

Mayor Chuck Reynolds

Assistant City Clerk Jackie Glover



**February 02, 2022
SPECIAL MEETING
MINUTES**

This agenda was posted on February 1, 2022 at 9:14am.

OPEN SESSION / CALL TO ORDER / ROLL CALL

Mayor Reynolds called the meeting to order at 1:00 PM

1. PRESENT: Council Member Art Hatley, Janet Goodson, David Pittman, Krysi Riggs, Eric Smith, Vice Mayor Scott Thomson (1:03pm), Mayor Chuck Reynolds
2. STAFF PRESENT: City Administrator Bill LaGrone, Program Specialist Jordan Daley, Human Resource Manager Liz Ehrenstrom
3. Pledge of Allegiance – Led by Mayor Reynolds
4. Adoption of Agenda – Motion by Council Member Pittman and seconded by Council Member Smith to adopt the agenda. Motion passed.

AYES: Council Member Hatley, Goodson, Pittman, Riggs, Smith, Reynolds
NOES: None
ABSTAIN: None
ABSENT: None

CLOSED SESSION

1. Pursuant to Government Code Section 54957(b), the Council met with City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following position: Police Chief

OPEN SESSION

1. Announcement out of closed session – Mayor Reynolds announced that direction was given; no action was taken.

ADJOURNMENT

Mayor Reynolds adjourned the meeting at 4:17pm.

Approved:

Attested:

Mayor Chuck Reynolds

Assistant City Clerk Jackie Glover



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS
FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR
RE: FREE ADMISSION DAYS FOR ALL CITY MUSEUMS
DATE: FEBRUARY 15, 2022

SUMMARY

Council may approve free admission to all City Museums on February 26, 2022 and February 27, 2022

DISCUSSION

The City of Oroville staff in cooperation with Explore Butte County are asking for a two-day admission waiver for all City Museums. Explore Butte County is hosting a two-day Museum Weekend event to exemplify cultural activities available in all of Butte County. The City is responsible for a \$500 fee for all five museums to participate and docent staffing for the two days. Explore Butte County will advertise the free admission days as part of their advertising campaign. The hope is that these types of promotional activities will get people interested in the museums and increase attendance throughout the year.

FISCAL IMPACT

Loss of admission fees for the two-day period, estimated at between \$50 to \$100 dollars.

RECOMMENDATION

Authorize free admission days for all City Museums on February 26, 2022 and February 27, 2022 in support of Explore Butte County



CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR

RE: AUTHORIZATION OF OWNERSHIP OF BOLTS ANTIQUE TOOL MUSEUM

DATE: FEBRUARY 15, 2022

SUMMARY

The Council may approve the final buy out of Bolts Antique Tool Museum, gift shop and office supplies.

DISCUSSION

After much discussion with the Bolts family, Bud Bolt has decided to step down from running the day-to-day operations at Bolts Antique Tool Museum. Bud and his late wife Laila discovered a passion and vision of sharing their love for antique tools, showcasing them out of their home garage until the City of Oroville provided a permanent museum location for the large donation of items.

Thanks to the Bolt family and many docents' tireless dedication the Bolt's Antique Tool Museum it has grown exponentially, expanding their gift shop, interactive displays and tool inventory. Staff is requesting permission to purchase the remaining items in the gift shop valued at \$7,000.00 and all fixtures, computers, printers, office supplies, tv, dvd player, and furniture valued at \$2,500.00. These items were all privately purchased by Bud Bolt, this buy out also includes all displays and tools donated for educational purposes.

FISCAL IMPACT

The funds will come from the general fund balance

RECOMMENDATION

Authorize staff to purchase the requested items in the Bolt's Antique Tool Museum for a total of \$9,500.00.

ATTACHMENTS



CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: DONATION OF SEVERAL EDUCATIONAL ITEMS TO THE CHINESE TEMPLE & MUSEUM COMPLEX

DATE: FEBRUARY 15, 2022

SUMMARY

The Commission may consider accepting the donation of a terra-cotta warrior statue and a cloisonne vase to the Chinese Temple & Museum Complex.

DISCUSSION

The City received a donation containing one terra-cotta warrior soldier. The replica soldier stands 39" in height, about half the size of the original soldier statue. The donation has been reviewed by Janice Clay, docent of the of the Chinese Temple and Museum Complex (Temple) and has been deemed acceptable to add to the collection.

The City also received a deep blue, Qing dynasty cloisonne vase. Lead Docents Ann Chamberlain and Janice Clay have reviewed the item and have deemed acceptable educational items to add to the Chinese Temple collection.

Additionally, the donated items are in compliance with Park Commission Policies & Procedures No. 20, criteria 2 of 3, which calls for items accepted to the Temple consider the appropriate time period and shall be limited to the years prior to the end of the Empire, with particular emphasis on the years of use by the Oroville Chinese Community from 1863 through 1936.

FISCAL IMPACT

There is no fiscal impact

RECOMMENDATION

Accept the two donations to the Chinese Temple and Museum Complex

ATTACHMENTS

Deed of Gift

Temporary Receipt
Photograph of Donated Items



City of Oroville Museums
Department of Parks & Trees

Deed of Gift

Accession Number: _____

(Permanently assigned upon approval of donation)

Donor: PAT La Rose - wife
LESTER N. La Rose (deceased) Phone: 530-533-7300
 Address: 149 Lemon Hill DR.

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

1 Tara Cotta Soldier
 1 book - signed by the man who found the original Tara Cotta soldiers

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

Represent the original Ta cotta soldier

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 Patricia P. La Rose Date 12-7-21

Accepted by _____ Date _____



CITY OF OROVILLE Museums
DEPARTMENT OF PARKS AND TREES
TEMPORARY RECEIPT

Tracking Number: _____

Accession Number: _____
 (Permanently assigned upon approval of donation)

The following object(s) are submitted to the City of Oroville Parks Commission for consideration of donation to the collection of _____. 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 Parks Commission cannot guarantee that any objects by 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.

Husband is deceased

Received from: PAT LaRose-Wife Phone: 530-533-7300

Address: 149 Lemon Hill DR City/Zip: Oroville Ca

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

95966
 1 Tara Cotta soldier Bought in China where the original soldiers are found. He is about half of the size of original soldier. Not sure what he was holding. We had to go to Oakland to pick him up. It took 3 months to get him.
 1 Book - The book is signed by the farmer that found this site. Please look at the book it is very well done. Shows one of the greatest finds of the world.

It is understood that the above object(s) are on temporary loan to the Oroville Parks Commission for purposes of evaluation. In the event that the Commission does not accept this 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 at the next meeting of the Oroville Parks Commission, on _____.

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: PAT LaRose Date: 12-7-21

Received by: _____ Date: _____



CITY OF OROVILLE Museums
DEPARTMENT OF PARKS AND TREES
TEMPORARY RECEIPT

Accession Number: _____

The following object(s) are submitted to the City of Oroville Parks Commission for consideration of donation to the collection of Chinese Temple. Evaluation will be made with consideration of the relevance of the object(s) to the Scope of Collections policy statement and acquisitions criteria of Chinese Temple. The Parks Commission cannot guarantee that any objects by 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: Carl & Jane Clay Phone: 936-588-1058

Address: 183 Lakeview Cr., Montgomery, Texas 77356

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

Cloisonné vase, deep blue, Qing dynasty
8 1/2", value of \$600
Given to the Carl Clay family - 1932. From
Dr. & Mrs. Ernest Clay

It is understood that the above object(s) are on temporary loan to the Oroville Parks Commission for purposes of evaluation. In the event that the Commission does not accept this 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 at the next meeting of the Oroville Parks Commission, on _____.

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: Carl & Jane Clay Date: 5-30-18

Received by: Jas. Clay Date: 6-11-18





CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, MANAGEMENT ANALYST III
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT DEPARTMENT**

**RE: ANNUAL LONG TERM MONITORING REPORTS HOME MULTIFAMILY
RENTAL HOUSING PROJECTS**

DATE: FEBRUARY 15, 2022

SUMMARY

The Council may consider a Professional Services Agreement with R.L. Hastings & Associates, LLC, for the preparation of HOME Investment Partnerships Program annual monitoring documentation reports for four (4) multi-family rental housing projects, for 3 years.

DISCUSSION

The City of Oroville, as a State recipient, is responsible to State Department of Housing and Community Development (HCD) for long-term monitoring of HOME-assisted rental projects for the entire period of affordability. HCD, as a participating jurisdiction, is responsible to the Federal Department of Housing and Urban Development (HUD) to ensure that State Recipients are monitoring appropriately for continued compliance with federal and state regulations. Any State Recipient which fails to maintain the affordability requirements for HOME-assisted rental housing projects will be required to repay the Department in full (including any required interest). The City, as a State Recipient, must have sufficient written policies and procedures to monitor HOME-assisted rental projects to ensure continued compliance with federal regulations by confirming that the monitoring staff is following established policies and procedures; and verifying that monitoring, recordkeeping, and retention is in compliance with the HOME Final Rule. The Federal minimum period of affordability has expired for this project for the Oroville Family Housing, Grant No. 94-HOME-0102 project, therefore a monitoring schedule has been revised to monitor every other year.

The City multi-family projects are listed below:

1. Oroville Manor, Grant No. 03-HOME-0684 (71 units)
2. Hillview Ridge I, Grant No. 06-HOME-2407 (71 units)
3. Hillview Ridge II, Grant No. 08-STBG-4482 (51 units)
4. Sierra Heights Apartments I, Grant No. 16-HOME-10991, (40 units)

In order to comply with the long-term monitoring of the City's four (4) HOME grant funded multi-family rental projects the City staff requested quotes from five (5) consultants, receiving only two (2) responses:

Consultant	Quote Amount
R. L. Hastings and Associates, LLC Roy Hastings	Year 1, \$12,800 Year 2, \$13,800 Year 3, \$13,800
Adams Ashby and Associates Lori Adams	No Response
Carol Stuart	No Response
Joanne Anders	Declined to provide a quote due to existing workload.
Terri Nungaray	No Response

Staff recommends entering into an agreement with R. L. Hastings & Associates, LLC, to provide the services of documenting the monitoring and submitting the reports to HCD on the City's behalf, with errors and omissions insurance waived.

FISCAL IMPACT

Funding is available in Fund 222 (HOME grants) and Fund 231(HOME Program Income)

Fund 222 balance is \$375,801.00

Fund 231 balance is \$243,500.00

RECOMMENDATION

Adopt Resolution No. 9026- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH R. L. HASTINGS & ASSOCIATES, LLC, IN THE AMOUNT OF \$12,800 YEAR 1, \$13,800 YEAR 2, \$13,800 YEAR 3, TO PREPARE THE ANNUAL LONG-TERM MONITORING REPORT FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS, for three (3) yeas. - (Agreement No. 3237-2).

ATTACHMENTS

- A- Resolution No. 9026
- B- Agreement No. 3237-2

**CITY OF OROVILLE
RESOLUTION NO. 9026**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH R.L. HASTINGS & ASSOCIATES, LLC, TO PREPARE THE ANNUAL LONG-TERM MONITORING REPORT FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS, FOR 3 YEARS

(Agreement No. 3237-2)

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

1. The Mayor is hereby authorized and directed to execute a Professional Services Agreement between the City of Oroville and R. L. Hastings & Associates, LLC. A copy of the Agreement is attached hereto as Exhibit "A."; and
2. The City Clerk shall attest to the adoption of this Resolution.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of **February 15, 2022** by and between the **City of Oroville**, a municipal corporation (“City”) and **Roy L. Hastings & Associates, LLC, 1765 Carson Rd., Placerville, CA 95667** (“Consultant”).

RECITALS

- 1) Consultant is specially trained, experienced and competent to provide the services as required by this Agreement; and
- 2) Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- 3) City desires to retain Consultant to prepare HOME Investment Partnerships Program annual monitoring documentation reports for multi-family rental housing projects.

AGREEMENT

- 1) **SCOPE OF SERVICES.** The Consultant shall furnish the following services in a professional manner:

Consultant shall complete the Annual Home Project Compliance Report for Assisted Rental Projects: 1) HPD Oroville Manor, CA LP, Oroville Manor (71 units), 2) Hillview Ridge 1 (71 units), 3) Hillview Ridge II (51 units). 4) Sierra Heights Apartments (40 units)

The Scope of Work entails the inspection of each of the properties and the corresponding number of units at each property and the completion of all required

documentation including the following six (6) documents for each project and their submittal on behalf of the City of Oroville to the California Department of Housing and Community Development by March 1, 2022, 2023 and 2024:

- The Original Annual Monitoring Report;
- A Copy of the Annual Project Compliance Report;
- A Copy of a completed Form HUD-52667 “Allowances for Tenant Furnished Utilities and Other Services”;
- A Copy of the last long-term monitoring Summary Letter
- A Copy of the last long-term monitoring Clearance Letter;
- A Copy of the Annual Affirmative Marketing Analysis Report.

2. TIME OF PERFORMANCE. The services of Consultant are to commence upon execution of this Agreement and shall be completed by June 30, 2024.

3. COMPENSATION. Compensation to be paid to Consultant is set forth as follows:

Year 1, \$12,800.00

Year 2, \$13,800.00

Year 3, \$13,800.00

4. Payment by City under this agreement shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to the City at the time of payment.

5. METHOD OF PAYMENT. Consultant shall invoice to City describing the work performed. Consultant’s invoice shall include a brief description of the services performed, the dates the services were performed, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the invoice by City staff.

6. EXTRA WORK. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.

7. TERMINATION. This Agreement may be terminated by the City immediately as provided in section 1 or for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.

8. OWNERSHIP OF DOCUMENTS. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.

8. LICENSING OF INTELLECTUAL PROPERTY. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sub-license any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which

are prepared or caused to be prepared by Consultant under this Agreement (“Documents and Data”). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

9. CONFIDENTIALITY. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs relating to project for which Consultant’s services

are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

10. LOBBYING

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.

11. CONSULTANT'S BOOKS AND RECORDS.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City

Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.

12. INDEPENDENT CONTRACTOR. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

13. INTEREST OF CONSULTANT. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any

such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

1. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
 2. possess no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
14. PROFESSIONAL ABILITY OF CONSULTANT. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work under this Agreement shall be performed by Consultant and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
15. COMPLIANCE WITH LAWS. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
16. LICENSES. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.

17. INDEMNITY. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
18. INSURANCE REQUIREMENTS. Consultant, is documenting the monitoring and submitting the reports to Housing and Community Development (HCD, on the city's behalf, therefore the City is waiving the errors an omissions insurance.
19. NOTICES. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: **City Administrator
City of Oroville-Housing
1735 Montgomery Street
Oroville, CA 95965-4897**

If to Consultant:

**R.L. Hastings & Associates LLC
1765 Carson Rd.
Placerville, CA 95667**

20. ENTIRE AGREEMENT. This Agreement constitutes the complete and exclusive

statement of agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

21. AMENDMENTS. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
22. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
23. 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.
24. SEVERABILITY. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining

provisions of this Agreement shall continue in full force and effect.

25. CONTROLLING LAW VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.
26. LITIGATION EXPENSES AND ATTORNEY'S FEES. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
27. MEDIATION. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
28. 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.

29. AUTHORITY TO ENTER AGREEMENT. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
30. PROHIBITED INTERESTS. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
31. DISCRIMINATION ACTS AND ASSURANCES The Consultant during the performance of this Agreement assures that no otherwise qualified person, shall be excluded from participation or employ, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing

regulations.

32. SECTION 3 REQUIREMENTS The work to be performed under this Agreement is on a project assisted under a program assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of this project. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements. The City at direction from the State, will take appropriate action pursuant to this agreement upon a finding that the Consultant or its subcontractor(s) is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135.
33. NONDISCRIMINATION CLAUSE. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40)

or sex. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) And the applicable regulations promulgated thereunder (California Code of Regulation, Title 2, Section 7258.0 et. seq.) The applicable regulations of the Fair Housing Commission implementing the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of their obligation under this clause to labor organizations with which they may have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

34. EQUAL EMPLOYMENT OPPORTUNITY. In rendering the services contemplated by this agreement with CITY, Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin. Consultant shall comply with Title IV of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section. Consultant shall also comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60).

Furthermore:

- a. Consultant shall take affirmative action to ensure that job applicants are employed and that employees are treated during employment without regard to race, religion, sex, color, age, national origin, or physical handicap. The term "affirmative action" shall include, but not be limited to: employment,

upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. Consultant agrees to post such notices, to be provided, setting forth the provisions of this equal employment opportunity and affirmative action program.
- c. Consultant shall in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration to employment without regard to race, religion, sex, color, age, national origin, or physical handicap. Notification that Consultant is an "Equal Opportunity Employer" or "EOE" constitutes satisfaction in this notice requirement.

35. FAIR EMPLOYMENT PRACTICES. Consultant will permit access to records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices Provision. In the event of any violations by the Consultant of state fair employment laws, the State of California shall have the right to terminate this Agreement either in whole or in part. In the event of such termination, any loss or damage sustained by the State of California and/or the City in securing the goods or services hereunder shall be borne and paid for by the Consultant and by their surety under performance bond, if any, and, in addition to other remedies, the State of California and the City

may deduct from any monies due or that thereafter become due to the Consultant the difference between the price named in the particular agreements and the actual cost thereof to the State of California and the City.

36. COMPLIANCE WITH LABOR CODE OF STATE OF CALIFORNIA Pursuant to the provisions of Section 3700 of the Labor Code, Consultant will require every employer to be insured against liability for workman's compensation, or to undertake self-insurance in accordance with the provisions of that code and will comply with such provisions before commencing the performance of the work of a particular agreement. Furthermore, Consultant shall also provide evidence of workmen's compensation insurance, unemployment insurance and disability insurance to cover all of Consultant's employees.
37. THE CIVIL RIGHTS ACT, HCD, AGE DISCRIMINATION AND REHABILITATION ACTS ASSURANCE During the performance of this Agreement the Consultant assures that no otherwise qualified person shall be excluded from the participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I, of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973, and all implementing programs.
38. THE TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS ASSURANCE OF COMPLIANCE
 - a. The work to be performed under this Agreement is on a project assisted under

a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C., 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Consultant will send to each labor organization or representative of workers with which there is a collective bargaining agreement or other agreement or understanding, if any, a notice advertising the said labor organization or worker's representative of the commitment under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or

recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon finding the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor or subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or agreement through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. STATE NONDISCRIMINATION CLAUSE

- a. During the performance of this Agreement, Consultant and its subcontractors shall not lawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair

Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code Section 12990), set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant 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.

- b. This Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

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

CITY OF OROVILLE

Chuck Reynolds, Mayor

CONSULTANT

Roy L. Hastings, Principal

APPROVED AS TO FORM:

ATTEST:

By:_____
Scott E. Huber, City Attorney

By:_____
Jackie Glover, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR

**RE: AGREEMENT WITH BURKE, WILLIAMS, AND SORENSEN LLP
ATTORNEYS AT LAW FOR LEGAL SERVICES FOR LABOR
NEGOTIATION MATTERS**

DATE: FEBRUARY 15, 2022

SUMMARY

The Council will consider a professional services agreement with Burke, Williams and Sorensen LLP, a Law Firm to represent the City of Oroville in various labor negotiations.

DISCUSSION

The City of Oroville employees over 100 employees. The employees work under various Memorandum of Understanding (MOU). Each of these MOU's are complex and can require legal interpretation as various events occur. The Law Offices of Burke, Williams and Sorensen specialize in employment law and labor negotiation. Burke, Williams, and Sorensen are recognized as one of the top Law Firms in this area of Law and are the preferred Firm of our lead labor negotiator. Attached is a proposal for services and rates per hour for those services. This contract will only be utilized on an as needed basis.

FISCAL IMPACT

Depends on usage of contract

RECOMMENDATION

Adopt Resolution No. 9027- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BURKE, WILLIAMS AND SORENSEN LAW OFFICES– (Agreement No. 3403).

ATTACHMENTS

1. Agreement for special services

CITY OF OROVILLE
RESOLUTION NO. 9027

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE
AGREEMENT WITH BURKE, WILLIAMS AND SORENSE, LLP TO PROVIDE
LEGAL SERVICES FOR LABOR NEGOTIATIONS AND OTHER EMPLOYMENT
MATTERS**

(Agreement No. 3403)

Be it hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an amendment to the agreement with Burke, Williams and Sorensen, LLP for legal services for Labor Negotiations and other Employment matters. A copy of the amendment is attached as Exhibit A.
2. The City Clerk shall attest to the adoption of this Resolution.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott Huber, City Attorney

Jackie Glover, Assistant City Clerk

Direct No.: 408.606.6317
tdavis@bwslaw.com

January 26, 2022

Bill LaGrone
City Administrator
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Re: Retainer Agreement for Legal Services

Dear Mr. LaGrone:

We are pleased to represent you with respect to the matters described in this Agreement. The following sets forth the terms pursuant to which **Burke, Williams & Sorensen, LLP** ("Burke") and the **City of Oroville** ("Client") agree that Burke will provide legal services to Client. The hallmark of any productive professional relationship is effective communication, and we would invite you to contact us at any time during or after our representation with regards to any questions you may have associated with our representation or the matters described herein.

1. CONDITIONS. This Agreement will not take effect, and Burke will have no obligation to provide legal services, until Client returns a signed copy of this Agreement. The effective date of this Agreement will be **January 26, 2022**.

2. SCOPE OF SERVICES. Client hires Burke to provide legal services in the matters set forth in Attachment "A" to this Agreement. No representation outside of the matters set forth in Attachment "A" to this Agreement shall be provided by Burke to Client. No representation of any officers, employees, or any other persons or entities affiliated with Client shall be provided unless such representation is expressly included in Attachment "A" to this Agreement. Burke will provide those legal services reasonably required to represent Client. Burke will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Separate arrangements must be agreed to for services including administrative charges or litigation. Services in any matter not described above will require a separate written agreement or a written modification to this Agreement.

3. CLIENT'S DUTIES. Client agrees to be truthful with Burke, to cooperate, to keep Burke informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Burke's bills on time, and to keep Burke advised

Bill LaGrone
January 26, 2022
Page 2

of Client's address, telephone number and whereabouts. Client will assist Burke in providing necessary information and documents and will appear when necessary at legal proceedings.

4. CONFLICTS OF INTEREST. Before accepting representation of Client, Burke has undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest or adversity of positions between Client and any other person or entity that would bar Burke from representing Client in general or in any of the specific matters listed in Attachment "A". Burke has reviewed this issue in accordance with the Rules of Professional conduct adopted in California. Burke believes that those rules, rather than the rules of any other jurisdiction, are applicable to Client's representation. Client's execution and return of the enclosed copy of this letter represents an express agreement to the applicability of the Rules of Professional conduct adopted in California to any and all representation arising under this Agreement.

5. DISCLOSURE. Pursuant to the requirements of California Business & Professions Code Section 6148, Burke hereby discloses that it maintains professional errors and omissions insurance.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour at Burke's prevailing rates for all time spent on Client's matter by Burke's legal personnel. Current hourly rates for legal personnel are set forth in Attachment "B" to this Agreement.

The time charged will include the time Burke spends on telephone calls relating to Client's matter, including calls with Client, witnesses, opposing counsel or court personnel. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative subject to the express written approval of client. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent subject to the express written prior approval of client. Burke will charge for waiting time in court, both local and out-of-town.

7. COSTS AND OTHER CHARGES.

(a) Burke will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator,

Bill LaGrone
January 26, 2022
Page 3

arbitrator and/or special master fees, and other similar items. Except for the items listed below, all costs and expenses will be charged at Burke's cost.

In-office photocopying/page:	\$.20
In-office color photocopying/page	\$ 1.00
Facsimile charges/page:	\$ 1.00
Mileage/mile:	\$.58.5 (per IRS notices)

(b) Out-of-town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Burke's personnel.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants, investigators, and outsourced support services. Client agrees to pay such fees and charges. Burke will select any expert witnesses, consultants, investigators or support services to be hired, and Client will be informed of persons chosen and their charges.

Additionally, Client understands that if the matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

8. BILLING STATEMENTS. Burke will send Client periodic statements for fees and costs incurred. Each statement will be payable within 30 days of its mailing date. Client may request a statement at intervals of less than 30 days. If Client so requests, Burke will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. LIEN. Client hereby grants Burke a lien on any and all claims or causes of action that are the subject of the representation under this Agreement. The lien will be for any sums owing to Burke at the conclusion of services performed. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. The effect of such a lien is that Burke may be able to compel payment of fees and costs from any such funds recovered on behalf of Client even if Burke has been discharged before the end of the case. Because a lien may affect Client's property rights, Client may seek the advice of an independent lawyer of Client's choice before agreeing to such a lien. By initialing this paragraph, Client represents and agrees that Client has had a reasonable opportunity to

Bill LaGrone
January 26, 2022
Page 4

consult such an independent lawyer and—whether or not Client has chosen to consult such an independent lawyer—Client agrees that Burke will have a lien as specified above.

_____ (Client Initial Here)  (Burke Initial Here)

10. DISCHARGE AND WITHDRAWAL. Client may discharge Burke at any time. Burke may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Burke's advice on a material matter or any fact or circumstance that would render Burke's continuing representation unlawful or unethical. When Burke's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Burke will, upon Client's request, deliver Client's file, and property in Burke's possession unless subject to the lien provided in Paragraph 11 above, whether or not Client has paid for all services.

11. DOCUMENT RETENTION POLICY. Client is entitled upon written request to any files in Burke's possession relating to the legal services performed by Burke for Client, excluding Burke's internal accounting records and other documents not reasonably necessary to Client's representation, subject to Burke's right to make copies of any files withdrawn by Client. Once a matter is concluded, Burke will close the file, and Client will receive notice thereof. Client's physical files may be sent to storage offsite, and thereafter there may be an administrative cost for retrieving them from storage. Thus, it is recommended that Client request the return of a file at the conclusion of a matter. Under Burke's document retention policy, Burke normally destroys files five (5) years after a matter is closed, unless other arrangements are made with Client.

All client-supplied materials and all attorney end product (referred to generally as "client material") are the property of Client. Attorney end product includes, for example, finalized contracts, pleadings, and trust documents. Attorney work product is the property of Burke. Attorney work product includes, for example, drafts, notes, internal memoranda and electronic files, and attorney representation and administration materials, including attorney-client correspondence and conflicts materials.

After the close of a matter, Burke will notify Client of any client materials that remain in Burke's possession. Client will be invited to retrieve these client materials within 45 days of notice, or Client may direct Burke to forward the client materials to Client, at Client's expense. If within 45 days of this notice Client fails to retrieve the client materials or request Burke to forward them, Client authorizes Burke to destroy the client materials.

After the 45-day period, Burke will, consistent with all applicable rules of professional conduct, use its discretion as to the retention or destruction of all attorney work product and any client materials that remain with Burke.

Bill LaGrone
January 26, 2022
Page 5

12. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Burke's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Burke makes no such promises or guarantees. Burke's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Burke shall not be a guarantee. Actual fees may vary from estimates given.

13. MEDIATION/ARBITRATION. If a dispute arises out of or relating to any aspect of this Agreement between Client and Burke, or the breach thereof, and if the dispute cannot be settled through negotiation, Burke and Client agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. Nothing herein shall limit or otherwise affect your the right under Sections 6200-6206 of the California Business and Professions Code to request arbitration of any fee dispute by an independent, impartial arbitrator or panel of arbitrators through a bar association program created solely to resolve fee disputes between lawyers and clients. However, should discussions, mediation or the non-binding arbitration provided through a local bar association program not resolve the dispute, the dispute shall be determined by binding arbitration before the American Arbitration Association under their then prevailing commercial arbitration rules, except that discovery may be taken in that arbitration pursuant to the California Code of Civil Procedure. The parties shall bear their fees and costs of arbitration. The claims or controversies subject to this provision shall include, without limitation, any claim of professional negligence or malpractice. The arbitration shall be held in Los Angeles, California, unless we mutually select another venue, and judgment may be entered upon the arbitrator's award by any court having jurisdiction. Should you refuse or neglect to appear or participate in the arbitration proceedings, the arbitrator is empowered to decide the claim or controversy in accordance with the evidence presented. You should realize that by accepting the arbitration provision, YOU WILL WAIVE YOUR RIGHT TO A JURY TRIAL AND THE RIGHT, EXCEPT UNDER LIMITED CIRCUMSTANCES, TO APPEAL THE ARBITRATOR'S DECISION.

_____ (Client Initial Here)



(Burke Initial Here)

14. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

15. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

Bill LaGrone
January 26, 2022
Page 6

16. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the parties carry it out.

17. EFFECTIVE DATE. This Agreement will govern all legal services performed by Burke on behalf of Client commencing with the date Burke first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Burke the reasonable value of any services Burke may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE BURKE FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

DATED: _____

Print Name: Bill LaGrone, City Administrator
City of Oroville
Address: 1735 Montgomery Street
Oroville, CA 95965
Telephone: (530) 538-2436

DATED: 1/26/22

BURKE, WILLIAMS & SORENSSEN, LLP

By: 
Timothy L. Davis, Partner

cc: Scott Huber

Bill LaGrone
January 26, 2022
Page 7

Attachment "A"

Burke shall represent Client and provide legal advice on labor and employment matters as requested by Client.

Bill LaGrone
January 26, 2022
Page 8

Attachment "B"

Hourly Rates for Attorneys through December 31, 2022:

\$350	Timothy L. Davis
\$325	Partners
\$295	Senior Associates
\$275	Associates



CITY OF OROVILLE STAFF REPORT

TO: MAYOR CHUCK REYNOLDS AND COUNCIL MEMBERS

**FROM: BILL LAGRONE, CITY ADMINISTRATOR
JACKIE GLOVER, ASSISTANT CITY CLERK**

**RE: COUNCIL APPOINTMENT TO THE BUTTE COUNTY MOSQUITO
AND VECTOR CONTROL BOARD**

DATE: FEBRUARY 15, 2022

SUMMARY

The Mayor may appoint a Council Member to serve on the Butte County Mosquito and Vector Control Board of Trustees. Once the Mayor has made an appointment, the Council will vote to confirm the appointment.

DISCUSSION

The City of Oroville holds a seat on the Butte County Mosquito and Vector Control Board of Trustees. This representative serves for a term of 2-4 years and meets on the second (2nd) Wednesday of the Month at 4:00 PM.

Our previous representative, Gordon Andoe served in this role for a number of years. Since receiving a resignation letter from Mr. Andoe in January of 2021 this position has been vacant. Mr. Andoe is a past council member and as such the council at the time allowed him to continue to serve on this board as the Council Representative. Typically this position is filled by a council member and as such staff are bringing the position to the council to appoint a new representative.

Both Mr. Andoe's letter of resignation and the Butte County Mosquito and Vector Control letter requesting that we fill our vacant seat are attached for reference.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends that the mayor make an appointment and that the council confirm the appointment for a term expiring February 28, 2024.

Gordon Andoe
2667 Foothill Blvd.
Oroville, CA 95966
530-533-0674

CITY OF OROVILLE

JAN 26 2021

CITY CLERK DEPT.

Date: January 20, 2021

To: City of Oroville, Oroville City Council
1735 Montgomery St.
Oroville, CA 95965

Attn: Bill LaGrone, City Administrator

Please be advised that as of this date I will be resigning my position on the Butte County Mosquito Abatement District. I would like to thank the Council for allowing me to serve as a commissioner on one of the best boards (if not the best) in local government.

The Management staff and those associated with the District all appear to have the best interest of the agency at heart.

I would like to thank the Council for allowing me to serve over the past few years as a commissioner representing Oroville in what has been a very positive experience.

For my replacement, I would recommend Ray Sousa who has been involved with local government agencies over the past few years.

Very Truly Yours,



Gordon Andoe

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CITY CLERK DEPT.
10-10-1960
CITY OF OROVILLE



Butte County Mosquito and Vector Control District

5117 Larkin Road • Oroville, CA 95965-9250
Phone: 530-533-6038 • Fax: 530-534-9916
www.BCMVCD.com

Matthew C. Ball
Manager

Item 8.

November 01, 2021

Oroville City Council
1735 Montgomery Street
Oroville, Ca 95965

Dear Council Members:

An appointment representing the City of Oroville to our Board of Trustees remains vacant. Interested candidates would be fulfilling a two or four year term to commence at noon on the first Monday in January 2022 to represent the City of Oroville.

For your information, Health and Safety Code (HSC) Section 2024 governs the District's Board appointments. Pursuant to HSC, Section 2022(a) each person appointed by a board of supervisors to be a member of a board of trustees shall be a voter in that county and a resident of that portion of the county that is within the district (District's service area). Additionally, pursuant to HSC, Section 2024(a) expect as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January. Members of the Board of Trustees serve without compensation, but do receive an amount to not exceed \$100.00 per month for expenses incurred while on official business.

If you have any questions, please feel free to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read "Matt C. Ball", is written over a horizontal line.

Matthew C. Ball
District Manager



CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR

**RE: AUTHORIZATION TO RELEASE A REQUEST FOR PROPOSAL FOR
MARKETING SERVICES**

DATE: FEBRUARY 15, 2022

SUMMARY

The Council may provide direction to the City Administrator to release a Request for Proposal (RFP) for Marketing Services.

DISCUSSION

Staff has produced a Request for Proposals (RFP) for Marketing Services. The City of Oroville seeks a firm to develop and implement a sustainable and strategic marketing and branding plan addressing the attraction, expansion, and retention of tourists, both individual and group, in Oroville; including strategic visioning, style guide development, marketing collaterals design and production. The City requests the proposal include examples of previous work completed, strategies used to develop the project(s), and an implementation outline to detail plans to launch the strategy.

Staff is requesting permission to release an RFP for Marketing Services for 30 days. This Contract shall include the cost of labor, and any needed materials to achieve the services as set forth in the Scope of work section of this Request for Proposal (RFP). The contract term will be for three (3) years. See the attached suggested RFP for additional details. Once the proposals are submitted staff will return to this Council with proposed contracts.

FISCAL IMPACT

The funds will come from the general fund balance

RECOMMENDATION

Authorize staff to release a Request for Proposal for Marketing Services for the City of Oroville

ATTACHMENTS

Request for Proposal for Marketing Services

CITY OF OROVILLE
REQUEST FOR PROPOSALS

Marketing Services

REQUEST FOR PROPOSAL

Objective

The City of Oroville seeks a firm to develop and implement a sustainable and strategic marketing and branding plan addressing the attraction, expansion, and retention of tourists, both individual and group, in Oroville; including strategic visioning, style guide development, marketing collaterals design and production, and media buying for all elements of the plan from the idea phase through launch. A well-designed marketing and branding plan will promote the region as a premier destination to the benefit of job creation, increased tax revenues (both transient occupancy and sales), and improved economic development for the City of Oroville. The plan should provide an accurate portrayal that resonates with visitors and residents alike. This firm should also identify common ideas and directions for community stakeholders to produce a collectively generated internal sense of place.

The City of Oroville ("Oroville" or "City") is accepting Proposals to provide Marketing Services for the City of Oroville, California.

This Contract shall include the cost of labor, and any needed materials to achieve the services as set forth in the Scope of work section of this Request for Proposal (RFP). The contract term will be for three (3) years.

Obtaining Contract Documents: Proposal Documents may be obtained from:

<https://www.cityoforoville.org/business/rfp>

Overview:

The City of Oroville is located in Butte County in the Sierra Nevada Foothills within the Northern Sacramento Valley. The City is considered the gateway to Lake Oroville and Feather River recreational areas. Lake Oroville, which is adjacent to the City, is the second largest lake in California. Lake Oroville was created with the construction of the Oroville Dam, the tallest earthen dam in the United States. The lake offers many sporting activities throughout the year, such as skiing, sailing, swimming, fishing, camping and picnicking. With all these wonderful surrounding features the City of Oroville has a lot to offer. We are looking to work with a marketing firm to highlight these features and enhance our image.

Proposals are due to the City of Oroville on or before 2:00 p.m., local time, on Thursday, March 10, 2022 at City Hall, 1735 Montgomery St, Oroville, California, 95965. Proposals received after said time or at any other place other than the time and place stated herein will not be considered. Postmarks will not be accepted.

Proposals will be evaluated and awarded in accordance with the City of Oroville Purchasing Policy, copies of which are available upon request. The selected proposal will be recommended for contract award to the Oroville City Council at a meeting within sixty (60) days after the final date of proposal acceptance. The City of Oroville reserves the right to reject any and all proposals, or to waive any irregularities or informalities in any proposal.

Any **questions** concerning this RFP should be addressed to Jordan Daley at (530) 538-2518, email: jdaley@cityoforoville.org or sent to City of Oroville Department of Community Development, Attention: J o r d a n D a l e y at 1735 Montgomery St, Oroville, CA 95965.

Goals

- Establish the rebrand of Oroville for current residents, potential visitors and travelers
 - Demonstrate how the rebrand will integrate with our existing advertising, social media and website
 - Establish consistency in photography and messaging that underpin the true experience of Oroville and result in return visitors
- Expand our branding to showcase quality of life
- Drive visitation and increase travelers and visitor expenditures

Strengths

- Proximity to an abundance of natural outdoor recreational amenities
- Visually appealing local scenery for photo and video
- High energy amongst stakeholders for cohesive tourism marketing effort
- Opportunity for growth in content marketing

Challenges

- Lack of cohesive feel and image in current marketing efforts; lacking an image and tagline that clearly identifies who Oroville is while being inviting and positive
- Effectively promoting the City of Oroville in addition to outside area attractions
- Being proactive to new technology and marketing strategies and initiatives
- Maintaining a website that feels both evergreen and innovative and also mobile friendly
- Lack of recognized city-wide event calendar that functions as the best resource for residents and tourists alike

1. SCOPE OF WORK

The City understands there are a variety of approaches to achieve these goals. Proposals must address all areas listed below. Indicate in the proposal when sub-consultants are planned and attach background information on the sub-consultant(s).

- Audit current marketing assets to determine what implicit and explicit messages are currently being sent and to what success.
- Provide analysis and direction on the current website and/or a new website.
- Develop a marketing and branding plan that specifies primary audiences, brand values, personality, and identifies a place-brand strategy to hold a specific position and purpose in the Oroville community.
- Develop a marketing strategy to include traditional media (print, radio, and television), digital advertising, social media marketing, website, blog and/or e-newsletters, and any other avenues seen as necessary.
- Develop consistent and high-quality photography and videography standards so marketing assets appear cohesive to new brand identity.
- Increase resident-held place identity and stakeholder cooperation to form “common ground” for a community collective goal and measures to meet those goals.
- Increase awareness among all audiences of the value of Oroville and encourage community support.
- Create and maintain a quality of life branding across all platforms
- Define plan successes and provide post-advertising measurement and analysis with written overviews

The City requests the proposal include examples of previous work completed, strategies used to develop the project(s), and an implementation outline, roll out to detail plans to launch the strategy. The examples provided should demonstrate ability and creativity to develop a strategy and associated plans/vision.

2. AWARD OF CONTRACT

The contract(s) will be based on the final scope of work that is mutually agreed upon between the City. The contract will be negotiated for the extent of services to be rendered and for the method of compensation. The final scope of services and compensation negotiated between the City and the successful proposer.

Present the following materials in the order shown below:

Project Understanding: A brief statement of the respondent’s understanding of the scope of work to be done and the commitment to perform the work including a summary of exceptions taken to the RFP, statement of work, and scope of work.

Qualifications of Consultant: An organizational chart depicting the project member(s), including any subcontractors; include a brief resume of the qualifications and experience of the consultant (project members) and examples of related work. At the very least, the Project Manager indicated on the organizational chart must be the same person actually leading the project and must participate in the oral interviews (if interviews are necessary).

Narrative Requirements: A thorough explanation and description of the consultant's proposed course of action and approach to accomplish the objectives listed in the "Scope of Work"; A detailed explanation of how the Bidder proposes to coordinate and develop subcontracting relationships; A detailed description of the proposed approach to communicate with the City and roll out plan of strategy.

Consultants are encouraged to explain in some detail their understanding of the scope of work and to identify supplemental tasks or work undertakings to enhance the project and/or reduce the costs thereof.

Provide a detailed description of the proposed consultation services, how it meets each of the objectives of this RFP, a detailed description addressing all of the areas of interest, as well as functions that are not fulfilled by the respondent's solution.

Relevant Experience: A brief statement of the consulting firm's experience in each area pertaining to each Task. Include at minimum five (5) references of contracts of similar size and scope with name, addresses, and phone numbers to be contacted regarding your company's job performance.

Samples of Work: Consultants are encouraged to submit work examples including marketing, communications, and community relations projects the consultant has worked on; copy writing examples (up to 3 examples); graphic design projects including brochures, newsletters, flyers, presentations, ads, etc. (up to 10 examples); and examples of both photography (up to 3 printed be viewed on-line).

Additional Information: If Consultant believes the City may have omitted pertinent ideas or Tasks they shall be noted in the body of their proposal, and the Rate and Fee Proposal shall reflect pricing per the City's stated Scope of Work as well as pricing to address the changes Consultant proposes as an alternate process.

Pricing Structure: Bidders shall submit, in a separate sealed envelope, a completed bid form detailing estimated costs, by key program tasks, on a time and material basis, indicating hourly rates for personnel, travel, total hours and total cost for completing the project by year.

Any start-up costs, which are nonrecurring, or which may be expected to be reduced, over time should be clearly identified.

This is to be provided in a separate, sealed envelope marked with the name of the Consultant, Marketing Services. Price is not to be mentioned anywhere in the transmittal letter or body of the proposal.

3. CITY RIGHTS

The City may investigate the qualifications of any individual or firm under consideration, require confirmation of information furnished and require additional evidence of qualifications to perform the services described in this RFP. The City also reserves certain rights, including, but not limited to, the following:

- Reject any or all of the proposals.
- Issue subsequent RFPs.
- Cancel the entire RFP.
- Remedy technical errors in the RFP process.

Appoint evaluation committees to review qualifications or proposals.
 Seek the assistance of outside technical experts in qualification or proposal evaluation.
 Approve or disapprove the use of particular subcontractors.
 Establish a short list of firms eligible for discussions after review of the RFP.
 Negotiate with any, all, or none of the firms.
 Solicit best and final offers from all or some of the firms.
 Award a contract to one or more firms.
 Waive informalities and irregularities in the RFP.
 Award without discussion.
 Determine not to enter into the lease agreements, if an agreement on the Guaranteed Maximum Price is not reached or the City is unable to secure Project financing to the District's satisfaction.
 Add additional related work to the Project.
 Delete items from the Project.

Evaluation Process

The evaluation process is designed to award the contract not necessarily to the vendor of least cost, but rather to the vendor with the best combination of attributes to perform the required services at a reasonable value.

Evaluation Criteria

The City of Oroville will evaluate all proposals and make an award using the following criteria, which are listed below:

- a. Thoroughness of the proposal
- b. Relevant experience of the consultant in producing similar, high-quality strategies and Campaigns
- c. Prior experience developing and implementing successful identity and branding campaigns for cities or other "place" clients
- d. The degree to which the consultant illustrates its understanding of Oroville and a critical marketing and branding campaign for the City
- e. The quality of promotional materials and presentation(s) requested by the Selection Committee or the City Council
- f. Evaluation of applicant's experience and qualifications including introductory letter, background and demonstrated past performance including references of previous clients and/or work performed; and
- g. Evaluation of applicant's ability to meet all the service requirements of the RFQ as outlined above.

4. SUBMITTAL REQUIREMENTS

The Consultant shall submit one (1) copy of the Schedule of Fees to the City of Oroville, Community Development Management Department in a separately sealed envelope and one (1) copy of the items that meet the Evaluation Criteria listed in the table below in a separate envelope and send to:

City of Oroville
 Attention: Dawn Nevers, Assistant Community Development Director
 1735 Montgomery St
 Oroville, CA 95965

City staff will accept proposals for City of Oroville Marketing Services until **2:00 p.m. on March 10, 2022.** Postmarks will not be accepted, and late Proposals will not be considered.

GENERAL CONDITIONS

GENERAL CONDITIONS

1. PUBLIC INFORMATION

All submitted proposals and information included therein or attached thereto shall become public record upon their delivery to the City. Proposals may be reviewed by outside interested parties after all proposals received for a particular project have been reviewed and the intended awardee has been selected.

By submission of a proposal, Consultant understands and agrees that the City of Oroville is subject to the California Public Records Act (Cal. Gov. Code section 62500 et seq.), and that all or part of the proposal submitted by Consultant may be subject to disclosure therein regardless of whether the proposal or part thereof is marked as proprietary. The City reserves sole discretion to determine whether disclosure is necessary under State law, and Consultant hereby releases City from all liability relating to such disclosure. City shall have no obligation to litigate the issue of disclosure under the Act on behalf of Consultant.

2. RFP ADDENDA

The City of Oroville reserves the right to amend, alter, or revoke this RFP in any manner at any time. At the City's sole discretion, modifications, clarifications, or additions will be distributed as an addendum to all known proposers. It is the responsibility of all interested parties to verify the existence of addenda (check Purchasing's website at www.cityoforoville.org/PurchasingBids or call/ email the stated City contact).

3. PROPOSAL PREPARATION COSTS

All costs incurred in the preparation and presentation of this proposal shall be wholly absorbed by the vendor.

4. PROPOSALS

All proposals will be firm for a period of one-hundred and twenty (120) calendar days following the required date of submission unless an alternate time frame is stated in the Request for Proposals.

5. DEVIATIONS

If there are any deviations from the specifications set forth herein, the bidder shall note the deviations in his proposal. Failure to note a deviation from the specifications may be grounds for rejection by the City of that particular proposal. Where deviations are noted, the City reserves the right to accept a proposal containing such deviations provided that, in the sole opinion of the City, the deviation or deviations so noted do not affect the overall capability of the alternative item or process proposed to perform the function for which it is to be acquired and such deviations result in lesser total cost to the City for the subject item or service.

6. WITHDRAWAL OF PROPOSAL

Any proposer may withdraw their proposal, either personally or by written request at any time prior to the scheduled closing time for the receipt of proposals. Such requests are to be directed to the City Clerk.

7. SELECTION PROCEDURES

Proposals submitted will be subject to the City's selection procedures for technical and/or professional consultants. Accordingly, final selection will be based upon overall capability to perform services and not exclusively upon cost of services.

The City may make any investigation it deems necessary to determine the ability of a Proposer to carry out the obligations indicated in the Request for Proposal and the submitted Proposal. At the City's sole discretion, the Proposer shall furnish to the City all information and data for this purpose if materials submitted by, or investigation of, any Proposer fails to satisfy the City that the Proposer is properly qualified to carry out the stated obligations.

The City of Oroville reserves the right to accept the proposal that is in the best interest of the City. The City's decision shall be final.

8. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject any and all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any combination of items.

9. AWARD OF CONTRACT

The award of the contract, if it is awarded, shall be made on the basis of availability of budgeted funds and to a responsible Contractor who presents the best value to the City.

4.20.040(C) Procure for the city the needed quality in supplies, services and equipment that prove to be the best value to the city. Determination of best value may take into consideration additional elements beyond cost such as warranty, life cycle related costs, lead time, desired aesthetics, work experience as verified through references or work examples, vendor location, prior work with the city or other factors deemed relevant by the purchasing officer in the procurement of the needed supplies, equipment or work to be performed.

10. CITY OF OROVILLE BUSINESS LICENSE

The awarded Consultant may be required to obtain a City of Oroville Business License per Municipal Code 6.02 – Business Licenses.

6.02.020 It is unlawful for any person to be engaged in business in the city without having a valid license from the city to do so, in compliance with any and all regulations contained in this chapter pertaining to the business, unless the person is exempt under the provisions of this chapter. No person who is an employee, or the direct representative of a licensee, shall be required to pay a license fee for doing any part of the work of the licensee.

The selected Consultant shall execute an agreement with the City within ten (10) working days after

notification of selection, unless the time for execution has been extended for good cause at the sole discretion of the City. Failure of the selected firm to meet contract submission requirements (e.g. insurance) or failure to timely execute an agreement with the City may result, in the sole discretion of the City, a decision to select from the remaining proposers or to call for new proposals.

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 21__, by and between the CITY OF OROVILLE ("City"), and _____ ("Consultant").

WITNESSETH:

WHEREAS, the City [proposes][desires] _____;

WHEREAS, the Consultant has presented a proposal for such services to the City, dated _____, 21__, (attached hereto as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION 1. CONSULTANT SERVICES

Subject to the terms and conditions set forth in this Contract, Consultant shall provide to City the services described in Exhibit A, attached and incorporated herein. Consultant shall provide the services at the time, place and in the manner specified in Exhibit A.

SECTION 2. COMPENSATION AND REIMBURSEMENT OF COSTS

- A. City shall pay Consultant for services rendered pursuant to this Contract, at the times and in the manner set forth in Exhibit B, attached and incorporated herein, in a total amount not to exceed _____ (\$_____). This sum includes all out-of-pocket travel, lodging and incidental expenses incurred by Consultant that are reasonably associated with the provision of services under this Contract. The payments specified herein shall be the only payments to be made to Consultant for services rendered pursuant to this Contract.
- B. Consultant shall submit monthly invoices to City for work completed to the date of the invoice. All invoices shall be itemized to reflect the employees performing the requested tasks, the billing rate for each employee and the hours worked.
- C. All correct, complete and undisputed invoices sent by Consultant to City shall be paid within thirty (30) calendar days of receipt.

SECTION 3. TERM AND TERMINATION

- A. Consultant shall commence work on or about _____ and complete said work no later than _____. Time is of the essence.
- B. If Consultant fails to perform its duties to the satisfaction of City, or if consultant fails to fulfill in a timely and professional manner its obligations under this Contract, then City shall have the right to terminate this Contract effective immediately upon City giving written notice thereof to Consultant.

- C. Either Party may terminate this Contract without cause on thirty (30) calendar days' written notice. Notwithstanding the preceding, if the term set forth in Section 3.A. of this Contract exceeds ninety (90) calendar days in duration, Consultant's sole right to terminate shall be limited to termination for cause.
- D. Consultant hereby acknowledges and agrees that the obligation of City to pay under this Contract is contingent upon the availability of City's funds which are appropriated or allocated by the City Council. Should the funding for the project and/or work set forth herein not be appropriated or allocated by the City Council, City may terminate this Agreement by furnishing at least thirty (30) calendar days' written notice of its intention to terminate. In the event of a termination pursuant to this subdivision, Consultant shall not be entitled to a remedy of acceleration of payments due over the term of this Agreement. The Parties acknowledge and agree that the power to terminate described herein is required by Article 16, Section 18, of the California Constitution, and that constitutional provision supersedes any law, rule, regulation or statute which conflicts with the provisions of this Section.
- E. In the event that City gives notice of termination, Consultant shall promptly provide to City any and all finished and unfinished reports, data, studies, photographs, charts or other work product prepared by Consultant pursuant to this Contract. City shall have full ownership, including, but not limited to, intellectual property rights, and control of all such finished and unfinished reports, data, studies, photographs, charts or other work product.
- F. In the event that City terminates the Contract, City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Contract; provided, however, that City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Contract. Consultant shall, not later than ten (10) calendar days after termination of this Contract by City, furnish to City such financial information as in the judgment of the City's representative is necessary to determine the reasonable value of the services rendered by Consultant.
- G. In no event shall the termination or expiration of this Contract be construed as a waiver of any right to seek remedies in law, equity or otherwise for a Party's failure to perform each obligation required by this Contract.

SECTION 4. MISCELLANEOUS TERMS AND CONDITIONS OF CONTRACT

- A. City shall make its facilities accessible to Consultant as required for Consultant's performance of its services under this Contract, and, upon request of Consultant, provide labor and safety equipment as required by Consultant for such access.
- B. Pursuant to the City's business license ordinance, Consultant shall obtain a City business license prior to commencing work.
- C. Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of any nature whatsoever that are legally required for Consultant to practice its profession. Consultant represents and warrants to City

that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals that are legally required for Consultant to practice its profession.

- D. Consultant shall, during the entire term of this Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall it be construed, to create an employer/employee relationship, association, joint venture relationship, trust or partnership or to allow City to exercise discretion or control over the professional manner in which Consultant performs under this Contract. Any and all taxes imposed on Consultant's income, imposed or assessed by reason of this Contract or its performance, including but not limited to sales or use taxes, shall be paid by Consultant. Consultant shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of City. Consultant shall not be eligible for coverage under City's workers' compensation insurance plan, benefits under the Public Employee Retirement System or be eligible for any other City benefit.
- E. No provision of this Contract is intended to, or shall be for the benefit of, or construed to create rights in, or grant remedies to, any person or entity not a party hereto.
- F. No portion of the work or services to be performed under this Contract shall be assigned, transferred, conveyed or subcontracted without the prior written approval of City. Consultant may use the services of independent contractors and subcontractors to perform a portion of its obligations under this Contract with the prior written approval of City. Independent contractors and subcontractors shall be provided with a copy of this Contract and Consultant shall have an affirmative duty to assure that said independent contractors and subcontractors comply with the same and agree to be bound by its terms. Consultant shall be the responsible party with respect to all actions of its independent contractors and subcontractors, and shall obtain such insurance and indemnity provisions from its contractors and subcontractors as City's Risk Manager shall determine to be necessary.
- G. Consultant, at such times and in such form as City may require, shall furnish City with such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs or obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- H. Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by City to assure proper accounting for all project funds. These records shall be made available for audit purposes to state and federal authorities, or any authorized representative of City. Consultant shall retain such records for three (3) years after the expiration of this Contract, unless prior permission to destroy them is granted by City.
- I. Consultant shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of Consultant's profession. All products of whatsoever nature which Consultant delivers to City pursuant to this Contract shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing

the profession of Consultant and its agents, employees and subcontractors assigned to perform the services contemplated by this Contract.

- J. All completed reports and other data or documents, or computer media including diskettes, and other materials provided or prepared by Consultant in accordance with this Contract are the property of City, and may be used by City. City shall have all intellectual property rights including, but not limited to, copyright and patent rights, in said documents, computer media, and other materials provided by Consultant. City shall release, defend, indemnify and hold harmless Consultant from all claims, costs, expenses, damage or liability arising out of or resulting from City's use or modification of any reports, data, documents, drawings, specifications or other work product prepared by Consultant, except for use by City on those portions of the City's project for which such items were prepared.
- K. Consultant, including its employees, agents, and subconsultants, shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Contract. Consultant shall comply with all requirements of the Political Reform Act (Government Code § 8100 et seq.) and other laws relating to conflicts of interest, including the following: 1) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and 2) if required by the City Attorney, Consultant shall file financial disclosure forms with the City Clerk.

SECTION 5. INSURANCE

- A. Unless modified in writing by City's Risk Manager, Consultant shall maintain the following noted insurance during the duration of the Contract:

Coverage	Required	Not Required
Commercial General Liability	X	
Comprehensive Vehicle Liability	X	
Workers' Compensation and Employers' Liability	X	
Professional Liability (Errors and Omissions)		X

(Place an "x" in the appropriate box)

- B. Coverage shall be at least as broad as:

1. Insurance Services Office form number CG-0001, Commercial General Liability Insurance, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage;

2. Insurance Services Office form number CA-0001 (Ed. 1/87), Comprehensive Automobile Liability Insurance, which provides for total limits of not less than \$1,000,000 combined single limits per accident applicable to all owned, non-owned and hired vehicles;

3. Statutory Workers' Compensation required by the Labor Code of the State of California and Employers' Liability Insurance in an amount not less than \$1,000,000 per occurrence. Both the Workers' Compensation and

Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents and volunteers;

4. Professional Liability (Errors and Omissions) Insurance, appropriate to Consultant's profession, against loss due to error or omission or malpractice in an amount not less than \$1,000,000.

5. The City does not accept insurance certificates or endorsements with the wording "but only in the event of a named insured's sole negligence" or any other verbiage limiting the insured's insurance responsibility.

- C. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- D. The General Liability shall contain or be endorsed to contain the following provisions:
 - 1. City, its elected officials, officers, employees, and agents are to be covered as additional insured as respects liability arising out of work or operations performed by or on behalf of Consultant; premises owned, leased or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected officials, officers, employees, agents and volunteers.
 - 2. The insurance coverage of Consultant shall be primary insurance as respects City, its elected officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its elected officials, officers, employees, agents and volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
 - 3. Coverage shall state that the insurance of Consultant shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 4. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled except after thirty (30) calendar days' prior written notice has been given to City. In addition, Consultant agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) calendar days' prior written notice has been given to City.
- E. Insurance is to be placed with insurers with a current A.M.Best's rating of no less than A-VII.
- F. Consultant shall designate the City of Oroville as a Certificate Holder of the insurance. Consultant shall furnish City with certificates of insurance and original

endorsements effecting the coverages required by this clause. Certificates and endorsements shall be furnished to: Risk Management Department, City of Redding, 777 Cypress Avenue, Redding, CA 96001. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City's Risk Manager prior to the commencement of contracted services. City may withhold payments to Consultant if adequate certificates of insurance and endorsements required have not been provided, or not been provided in a timely manner.

- G. The requirements as to the types and limits of insurance coverage to be maintained by Consultant as required by Section 5 of this Contract, and any approval of said insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Contract, including, without limitation, provisions concerning indemnification.
- H. If any policy of insurance required by this Section is a "claims made" policy, pursuant to Code of Civil Procedure § 342 and Government Code § 945.6, Consultant shall keep said insurance in effect for a period of eighteen (18) months after the termination of this Contract.
- I. If any damage, including death, personal injury or property damage, occurs in connection with the performance of this Contract, Consultant shall immediately notify City's Risk Manager by telephone at (530) 225-4068. No later than three (3) calendar days after the event, Consultant shall submit a written report to City's Risk Manager containing the following information, as applicable: 1) name and address of injured or deceased person(s); 2) name and address of witnesses; 3) name and address of Consultant's insurance company; and 4) a detailed description of the damage and whether any City property was involved.

SECTION 6. INDEMNIFICATION AND HOLD HARMLESS

- A. Consistent with California Civil Code § 2782.8, when the services to be provided under this Contract are design professional services to be performed by a design professional, as that term is defined under Section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify protect, defend and hold harmless, City, its elected officials, officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including, but not limited to, reasonable attorney's fees of the City Attorney or legal counsel retained by City, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of, or resulting from, directly or indirectly, the negligence, recklessness, or willful misconduct of Consultant, its officers, employees or agents in the performance of professional services under this Contract, except when liability arises due to the sole negligence, active negligence or misconduct of the City.
- B. Other than in the performance of professional services by a design professional, which is addressed solely by subdivision (A) of this Section, and to the fullest extent permitted by law, Consultant shall indemnify protect, defend and hold

harmless, City, its elected officials, officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including, but not limited to, reasonable attorney's fees of the City Attorney or legal counsel retained by City, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of the performance of the services required under this Contract by Consultant its officers, employees or agents in the performance of professional services under this Contract, except when liability arises due to the sole negligence, active negligence or misconduct of the City.

- C. The Consultant's obligation to defend, indemnify and hold harmless shall not be excused because of the Consultant's inability to evaluate liability. The Consultant shall respond within thirty (30) calendar days to the tender of any claim for defense and indemnity by the City, unless this time has been extended in writing by the City. If the Consultant fails to accept or reject a tender of defense and indemnity in writing delivered to City within thirty (30) calendar days, in addition to any other remedy authorized by law, the City may withhold such funds the City reasonably considers necessary for its defense and indemnity until disposition has been made of the claim or until the Consultant accepts or rejects the tender of defense in writing delivered to the City, whichever occurs first. This subdivision shall not be construed to excuse the prompt and continued performance of the duties required of Consultant herein.
- D. The obligation to indemnify, protect, defend, and hold harmless set forth in this Section applies to all claims and liability regardless of whether any insurance policies are applicable. The policy limits of said insurance policies do not act as a limitation upon the amount of indemnification to be provided by Contractor.
- E. City shall have the right to approve or disapprove the legal counsel retained by Consultant pursuant to this Section to represent City's interests. City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing the obligations set forth in this Section.

SECTION 7. CONTRACT INTERPRETATION, VENUE AND ATTORNEY FEES

- A. This Contract shall be deemed to have been entered into in Oroville, California. All questions regarding the validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Contract shall be governed by California law. If any claim, at law or otherwise, is made by either party to this Contract, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.
- B. This document, including all exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding each may have had prior to the execution of this Contract. This Contract shall not be altered, amended or modified except by a writing signed by City and Consultant. No verbal agreement or conversation with any official, officer, agent or employee of City, either before, during or after the execution of this Contract, shall affect or modify any of the terms or conditions contained in this Contract, nor shall any such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Contract.

- C. No covenant or condition to be performed by Consultant under this Contract can be waived except by the written consent of City. Forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until performance by Consultant of said covenant or condition is complete, City shall be entitled to invoke any remedy available to City under this Contract or by law or in equity despite said forbearance or indulgence.
- D. If any portion of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- E. The headings in this Contract are inserted for convenience only and shall not constitute a part hereof. A waiver of any party of any provision or a breach of this Contract must be provided in writing, and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.
- F. Each Party hereto declares and represents that in entering into this Contract, it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each Party further declares and represents that this Contract is made without reliance upon any statement or representation not contained herein of any other Party or any representative, agent or attorney of the other Party. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Contract and that the decision of whether or not to seek the advice of counsel with respect to this Contract is a decision which is the sole responsibility of each of the Parties. Accordingly, no party shall be deemed to have been the drafter hereof, and the principle of law set forth in Civil Code § 1654 that contracts are construed against the drafter shall not apply.
- G. Each of the Parties hereto hereby irrevocably waives any and all right to trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Agreement or the transactions contemplated hereby. Each Party further waives any right to consolidate any action which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.
- H. In the event of a conflict between the term and conditions of the body of this Contract and those of any exhibit or attachment hereto, the terms and conditions set forth in the body of this Contract proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by City shall prevail over those prepared by Consultant.

SECTION 8. SURVIVAL

The provisions set forth in Sections 3 through 7, inclusive, of this Contract shall survive termination of the Contract.

SECTION 9. COMPLIANCE WITH LAWS – NONDISCRIMINATION

- A. Consultant shall comply with all applicable laws, ordinances and codes of federal, state and local governments.
- B. In the performance of this Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or nonmembership in any organization. Consultant shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or nonmembership in any organization. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

SECTION 10. REPRESENTATIVES

- A. City's representative for this Contract is _____, telephone number (530) _____, fax number (530) _____. All of Consultant's questions pertaining to this Contract shall be referred to the above-named person, or to the representative's designee.
- B. Consultant's representative for this Contract is _____, telephone number (____) _____, fax number (____) _____. All of City's questions pertaining to this Contract shall be referred to the above-named person.
- C. The representatives set forth herein shall have authority to give all notices required herein.

SECTION 11. NOTICES

- A. All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representatives referred to in Section 10) and delivered by facsimile, with a hard copy mailed first class, postage prepaid; or when sent by a courier or an express service guaranteeing overnight delivery to the receiving party, addressed to the respective parties as follows:

To City:	To Consultant:

- B. Either party may change its address for the purposes of this paragraph by giving written notice of such change to the other party in the manner provided in this Section.
- C. Notice shall be deemed effective upon: 1) personal service; 2) two calendar days after mailing or transmission by facsimile, whichever is earlier.

SECTION 12. AUTHORITY TO CONTRACT

- A. Each of the undersigned signatories hereby represents and warrants that they are authorized to execute this Contract on behalf of the respective parties to this Contract; that they have full right, power and lawful authority to undertake all obligations as provided in this Contract; and that the execution, performance and delivery of this Contract by said signatories has been fully authorized by all requisite actions on the part of the respective parties to this Contract.
- B. When the Mayor is signatory to this Contract, the City Manager and/or the Department Director having direct responsibility for managing the services provided herein shall have authority to execute any amendment to this Contract which does not increase the amount of compensation allowable to Consultant or otherwise substantially change the scope of the services provided herein.

SECTION 13. DATE OF CONTRACT

The date of this Contract shall be the date it is signed by City.

IN WITNESS WHEREOF, City and Consultant have executed this Contract on the days and year set forth below:

CITY OF OROVILLE

By: _____
Chuck Reynolds, Mayor
City of Oroville

ATTEST:

By: _____
Jackie Glover, City Clerk

APPROVED AS TO FORM:

By: _____
Scott Huber, City Attorney

CONSULTANT

By: _____
Title: _____



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS
FROM: RON BELSER, DIRECTOR OF CODE ENFORCEMENT
RE: HOUSING NAVIGATION SERVICES
DATE: FEBRUARY 15, 2022

SUMMARY

The Council will consider entering into an agreement to provide Housing Navigation Services as described in the attached Memorandum of Understanding between Butte County's Department of Employment and Social Services and the City of Oroville.

DISCUSSION

This Memorandum of Understanding establishes Housing Navigation services, policies, and procedures. The purpose of this partnership with Butte County's Department of Employment and Social Services and the City of Oroville is to ensure all individuals and families experiencing homelessness or who are at-risk of homelessness in the Greater Oroville Area have access to needed housing navigation services.

The term of this Memorandum of Understanding is February 22, 2022, to June 30 of 2025.

The Housing Navigator shall provide 75% of their time providing services to those in need within the City Limits of Oroville and 25% to those within the greater Oroville Area.

Services Provided: Outreach services, connection to emergency shelters, housing resources to obtain housing stability, assistance in the removal of barriers to housing, advocacy for clients with prospective landlords, and work with homeless service providers in the Greater Oroville Area.

Butte County's Department of Employment and Social Services will provide annual updates to the City of Oroville to include number of persons served, general location of contacts, services provided, and outcomes.

Department of Employment and Social Services shall bill City of Oroville in arrears, on a quarterly basis for services provided in course of the agreement. The billing will indicate services provided and total charges.

FISCAL IMPACT

City of Oroville shall reimburse Butte County's Department of Employment and Social Services up to a maximum compensation of one hundred fifty thousand dollars (\$150,000.)

Under this MOU: \$50,000 in FY 22/23, \$50,000 in FY 23/24, and \$50,000 in FY 24/25.

Funding to cover the program will come from the Opioids monies. Currently there is approximately one hundred and eighty thousand dollars available from the Opioids monies.

RECOMMENDATION

Enter into the 3-year agreement to provide Housing Navigation Services described in the attached Memorandum of Understanding between Butte County's Department of Employment and Social Services and the City of Oroville.

ATTACHMENTS

- A- Memorandum of Understanding between County of Butte Department of Employment and Social Services and City of Oroville for Housing Navigation Services.
- B- Attachment II Description of Services
- C- Attachment III Method and Rate of Payment

MEMORANDUM OF UNDERSTANDING
Between
COUNTY OF BUTTE DEPARTMENT OF EMPLOYMENT AND SOCIAL SERVICES
And
CITY OF OROVILLE
For Housing Navigation Services

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into this 22nd day of February 2022, by and between the County of Butte through its Department of Employment and Social Services, herein referred to as "DESS" and City of Oroville, herein referred to as "City of Oroville", and hereinafter jointly referred to as the "Parties". The purpose of this document is to set forth the types and terms of collaborative services between DESS and City of Oroville.

WITNESSETH:

WHEREAS, DESS has established Housing Navigation services, policies, and procedures, and City of Oroville with a need for housing navigation services, through this MOU, DESS and City of Oroville, respectively, delegate and accept responsibility for the duties identified herein.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. PURPOSE

The purpose of this collaboration is to ensure that all individuals and families experiencing homelessness or who are at-risk of homelessness in the Greater Oroville Area have access to housing navigation services. The Housing and Homeless branch of the Department of Employment and Social Services shall provide housing navigation services to address immediate homelessness challenges in the Greater Oroville Area.

2. TERM

The term of this MOU is February 22, 2022 through June 30, 2025.

3. FISCAL EXPLANATION

The fiscal responsibilities are set forth in Attachment III, Method and Rate of Payment, attached hereto and by this reference incorporated herein.

4. RESPONSIBILITIES

The responsibilities of DESS and City of Oroville are set forth in Attachment II, Description of Services, attached hereto and by this reference incorporated herein.

5. TERMINATION

This MOU may be terminated by either Party upon the giving of thirty (30) days advance written notice of an intention to terminate.

6. NON-ASSIGNMENT

Neither Party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other Party.

7. RECORDS

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of County, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

8. COMPLIANCE WITH LAWS/POLICIES

DESS and City of Oroville shall comply with all applicable laws, rules and regulations related to Continuum of Care Reform (CCR) as directed by the State of California.

9. CONFIDENTIALITY

DESS and City of Oroville shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328 through 5330, 10850 and 14100.2, Health and Safety sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations sections 2.1 et seq. The Parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

DESS agrees, to the extent required by 42 U.S.C. 1320 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information (PHI).

10. NON-DISCRIMINATION

During the performance of this MOU, the Parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

11. RELATIONSHIP OF PARTIES

It is understood that this is a MOU by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

12. NO THIRD PARTY BENEFICIARIES

Both DESS and City of Oroville agree it is their specific intent that no other person or entity shall be a Party to or a third Party beneficiary of this MOU or and attachment or addenda to this MOU.

13. INDEMNIFICATION

Both DESS and City of Oroville agree to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

14. NOTICE

Any and all notices, reports or other communications to be given to DESS or City of Oroville shall be given to the persons representing the respective parties at the following addresses:

Department of Employment and Social Services

Name: Erin Murray
 Title: Health & Human Services Program Analyst, Senior
 Address: PO Box 1649 Oroville, CA 95965
 Email: emurray@buttecounty.net
 Phone: 530.552.6208

City of Oroville

Name: Ron Belser
 Title: City of Oroville Police Officer
 Address: 2055 Lincoln Street Oroville, CA 95966
 Email: rbelser@oropd.org
 Phone: 530.538.2448

15. PUBLIC RECORDS ACT

Both Parties are aware that this MOU and any documents provided to the other Party related only to this MOU may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of both Parties to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the Parties agree with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

16. ENTIRE AGREEMENT AND MODIFICATION

This MOU contains the entire agreement of the Parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both Parties. If there are attachments attached hereto, and a conflict exists between the terms of this MOU and any attachment, the terms of this MOU shall control.

17. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

18. DISPUTES

DESS and City of Oroville agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

Should it become necessary for a party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Butte, State of California.

19. CAPTIONS

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

20. OTHER DOCUMENTS

The Parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

21. CONTROLLING LAW

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

22. AUTHORITY

DESS and City of Oroville and each Party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The Parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representative, have affixed their hands on the day and year first above written.

CITY OF OROVILLE

Bill LaGrone, City Administrator
City of Oroville

Date

DEPARTMENT OF EMPLOYMENT AND SOCIAL SERVICES

Shelby Boston, Director
Department of Employment and Social Services
County of Butte

Date

COUNTY

Tamara Ingersoll, Deputy Director
General Services

Date

REVIEWED AS TO FORM

Bruce S. Alpert
Butte County Counsel

By

Date

REVIEWED FOR CONTRACT POLICY COMPLIANCE

General Services Contracts Division

Date

ATTACHMENT II

DESCRIPTION OF SERVICES

Unless indicated otherwise herein, DESS shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

DESS shall expand its current staffing to include 0.5 Full Time Equivalent (FTE) Housing Navigator for three (3) years to serve those that are experiencing homelessness; at-risk of homelessness; fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; and recently homeless, and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability in the Greater Oroville Area.

Housing Navigator shall use at least seventy-five percent (75%) of their time serving those within Oroville City Limits and the remainder of their time serving those within the Greater Oroville Area.

Housing Navigator will provide the following services via site visits and in the office while maintaining thorough case documentation:

- Outreach services
- Connection to emergency shelters
- Housing resources to obtain housing stability
- Access to benefit programs
- Case management focused on housing maintenance and stability
- Assistance in the removal of barriers to housing
- Advocating for clients with prospective landlords
- Work with homeless service providers in the Greater Oroville Area

DESS will provide annual updates to the City of Oroville to include number of persons served, general location of contacts, services provided, and outcomes.

City of Oroville shall, within ten (10) days of signing this agreement contact DESS to discuss the implementation of the program, shall attend site and virtual meetings as needed, and compensate DESS according to the Agreement.

Both parties agree to cooperate in providing information and documents required by regulatory agencies either party may be accountable for in a timely manner.

Sixty-days prior to the end of the term of the Contract a reassessment may be made and a new contract negotiated if there is a need to continue services. It is DESS's responsibility to remain within the term and amount of the Contract. If the term or the amount is exceeded, DESS may not be reimbursed.

Maximum amount to be paid for the above-described services are not to exceed the amount identified on the variable information table which matches per "Attachment III – Method and Rate of Payment".

ATTACHMENT III

METHOD AND RATE OF PAYMENT

City of Oroville shall reimburse DESS for the delivery of services mentioned in Attachment II – Description of Services, up to a maximum compensation of one hundred fifty thousand dollars (\$150,000) under this MOU: \$50,000 in FY 2022/23; \$50,000 in FY 2023/24; and \$50,000 in FY 2024/25.

DESS shall bill City of Oroville in arrears, on a quarterly basis for services provided in the course of the Agreement. The claim shall be on a MOU Request for Payment form (mentioned here by reference only) and shall indicate services provided and total charges.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR

**RE: LETTER OF SUPPORT FOR AB 1599 THE REPEAL OF PROPOSTION
47**

DATE: FEBRUARY 15, 2022

SUMMARY

The Council may authorize a letter of support for AB 1599 a repeal of Proposition 47.

DISCUSSION

AB 1599 replaces proposition 47 with the pre-2014 language. It would provide forgery and writing a bad check punishable by imprisonment in a county jail for one year.

The language would also provide that every person who buys or receives property that has been stolen or has been obtained in a manner constituting theft or extortion, knowing the property to be so stolen or obtained, or who conceals, sells, withholds, or aids in any way shall be punished by imprisonment in a county jail for one year. AB 1599 provides that people who, having been convicted three or more times of petty theft, grand theft, auto theft, burglary, carjacking, robbery are punishable by imprisonment in a county jail for one year.

FISCAL IMPACT

None currently

RECOMMENDATIONS

Authorize letter of support for AB 1599

ATTACHMENTS

A – Letter of support



City of Oroville
City Council
 1735 Montgomery Street
 Oroville, CA 95965-4897
 (530) 538-2433 FAX (530) 538-2468
www.cityoforoville.org

February 15, 2022

The Honorable Kevin Kiley
 Assemblyman, 6th District
 Capitol Office, State Capitol
 PO Box 942849
 Sacramento, CA 94249-0006

Re: Letter in Support of AB 1599 (Kiley) - Proposition 47: repeal

Dear Assemblyman Kiley,

On behalf of the Oroville City Council, I am pleased to support Assembly Bill 1599, which brings Proposition 47 back before the voters.

California voters passed the "Safe Neighborhoods and Schools Act" on November 5, 2014. This citizen's initiative implemented broad changes to felony sentencing laws within California's criminal justice system. Proposition 47 created the crime of "shoplifting," in which a person would be charged with a misdemeanor if the value of the stolen property was less than \$950. It also reclassified certain "wobbler" crimes such as writing a bad check and forgery. Prop 47 reclassified certain types of grand theft from felonies to misdemeanors. Examples include firearms and agricultural equipment worth less than \$950. It changed certain drug possession offenses from felonies to misdemeanors. Proposition 47 authorized defendants serving sentences for felony offenses that would have qualified as misdemeanors under the proposition to petition courts for resentencing. It authorized defendants to retroactively apply their new reclassified convictions to past sentences with the result being that their sentence was shortened or changed.

A 2018 report by the Public Policy Institute of California found that the passage of Proposition 47 directly correlated to the 9% uptick in larceny thefts throughout the state. The Times of San Diego declared that Proposition 47 has "bolstered" criminals engaging in these types of crimes because they know they will not be severely punished for their actions. Proposition 47 has wreaked havoc on our state since 2014.

AB 1599 replaces proposition 47 with the pre-2014 language. It would provide forgery and writing a bad check punishable by imprisonment in a county jail for one year.

The language would also provide that every person who buys or receives property that has been stolen or has been obtained in a manner constituting theft or extortion, knowing the property to be so stolen or obtained, or who conceals, sells, withholds, or aids in any way shall be punished by imprisonment in a county jail for one year. AB 1599 provides that people who, having been convicted three or more times of petty theft, grand theft, auto theft, burglary, carjacking, robbery are punishable by imprisonment in a county jail for one year.

The “Safe Neighborhoods and Schools Act” resulted in more crime in our communities and little punishment for criminals. Voters deserve the opportunity to reconsider this failed endeavor.

Should you have any questions regarding Butte County’s position on this matter, please contact Bill LaGrone at 530.538-2401 or Blagrone@oropd.org.

Charles Reynolds, Mayor
Oroville City Council

cc: The Honorable James Gallagher, California State Assembly
The Honorable Megan Dahle, California State Assembly



City of Oroville

OFFICE OF THE CITY ADMINISTRATOR

1735 Montgomery Street
 Oroville, CA 95965-4897
 (530) 538-2433 FAX (530) 538-2468
www.cityoforoville.org

Monthly Department Report January 2022

BUILDING

- Permits Issued – 66
- Applications Received – 84
- Total Permits Finalized – 43
- Business Licenses/Occupancies Issued – 6 (5 new business/ 1 owner change)
- Permit violations \$2,655.00
- Continued increase in commercial, retail & drive-thru development interest

PLANNING

- Staff are reviewing the first draft of the Housing Element Update. Staff review anticipated complete on Feb 11, prior to public review of the document. Council must approve the finished product by the end of June 2022;
- Supported the January Development Review Committee (DRC) meeting and January Planning Commission meetings. Projects reviewed included the City of Paris building façade, the proposed new fence ordinance, Dutch Brothers second location, and an oversized garage on Highlands Blvd.
- Currently reviewing 18 active planning and building permit applications including sign, zoning compliance, solar, rezonings and use permits.
- Completed review of 18 separate event, home occupation and other administrative permits.
- Addressed dozens of phone, walk-in and email inquiries. This includes potential annexation, and industrial inquiries, plus many ADU, fence, and other residential inquiries;
- Have scheduled a Southside Revitalization Group kickoff meeting for February 17 and invited up to 20 significant opinion leaders, business leaders and property owners. This is an attempt to discuss a cooperative approach to revitalization and reinvestment.
- Blight windshield survey continuing in South Oroville, now scheduled for completion in February by RSG, funded by SB2 grant, delayed by Covid.
- Ruddy Creek annexation into the CSD's and LLMAD's underway, preparing for Council public hearing.
- A new Assistant Planner has been hired and should start work in mid February. 1600
- In process—Zoning code updates for fences, ADU's, street vendors, massage establishments, small lot development standards, and Bingo games.

- Reviewing General Plan consultant revised proposal for VMT incorporation into Transportation Element and greenhouse gas emissions inventory.
- Ongoing discussions with several potential residential, commercial, and industrial prospects as part of the city's ongoing economic development efforts.

PARKS & TREES DEPARTMENT

The following is a list of things we are working on or accomplished in January:

- Cleaning parks and green areas on a routine basis
- Conducted and attended numerous trainings and safety meetings
- Worked in all LLAD areas cleaning, pruning, and weeding; planted new shrubs at Vista Del Oro
- Ran street sweeper on a regular basis
- Trimming small and medium sized trees for site clearances
- Install numerous street, regulatory, and warning signs
- Spray herbicides in various areas around the City including roadsides and airport
- Grinded stumps in various locations
- Spent 107 crew hours cleaning and repairing graffitied and vandalized areas throughout the parks and other facilities
- Filled over 194 potholes
- Picked up illegally dumped items on a routine basis throughout town
- Prune trees and road clearance on Glen Dr
- Dugout, formed, poured concrete at Oroville Fire Department, on Montgomery St, and on Pomona Ave
- Picked up leaves under the City Leaf Program. Picked up numerous leaf piles throughout town
- Remove all Christmas decorations throughout downtown
- Make a repair on bike path along the Feather River
- Started cleaning and putting in base rock in alleys
- Installed new irrigation, plants, and bark in Challenger planter strip

This is a partial list and does not include some of the smaller or remedial tasks that we conduct on a day-to-day basis.

BUSINESS ASSISTANCE & HOUSING DEVELOPMENT DEPARTMENT

- Credit Reporting Maintenance (ongoing)
- Loan Portfolio Monitoring (ongoing)
- Veteran's Housing Development Corporation project
 - a. 2420 Baldwin Ave. transferred to VHDC currently under construction
 - b. 3555 Argonaut-VHDC is about to start the rehabilitation on this home.

- c. 711 Montgomery St.(design)
- d. 1275 Mitchell Ave (design)
- CDBG DR-MHP -Received 2 applications from Developer Zen Property Management. We are in the process of reviewing the application and underwriting. It would be a phase I and Phase 2 project on Lincoln St. (122 units total)
- CDBG CV 2&3
 - OCESD Received plans and are working with architect on bidding documents.
 - Community Action Agency has not received any interest in the Utility Payment Assistance Program yet, they are working on updating project flyers hoping to increase awareness.
- FTHB loans made so far this fiscal year 21/22 (12 in the total amount of \$1,103,126), 20/21 (13 loans in the total amount of \$931,025)
- Payoffs received fiscal year 21/22 in the amount of \$1,079,837 and in fiscal year 20/21 \$2,568,915
- Current balance of the loan portfolio is \$37,803,555.00

CITY CLERK

- Processed 9 Public Records Request January 1, 2022 – January 31, 2022
- Agenda Management, Clerking and meeting processing for 6 meetings through January 31, 2022. Upcoming Meetings:
 - Council Meeting – March 1 and 15
 - Planning Commission –February 24
 - Wyandotte Creek GSA –April 28
 - Arts and Parks Commission – March 8 (Special Parks), April 12
 - SBF Steering Committee – April 27
 - Citizens Oversight Committee – February 22
- Records Management for Council approved documents
- Receiving and Processing City Claims
- City Hall Scanning Project
- Notarizing and recording documents
- Processing new commission and committee members for Commissions and Committees, provided Oath of Office for 7 new members.
- Assisting Departments with Record Searching and retrieval
- Updates and Changes to City Website related to the Clerks Department, Boards and Commissions.
- Assisting with the redistricting process

FINANCE DEPARTMENT

- No report provided

HUMAN RESOURCES

- Transitioning to digital personnel records
- Preparing binders for audit
- Scanning old personnel files

- Attending Meetings
- Processing Personnel Action Forms
- Processing New Hire Paperwork

RDA/REAL ESTATE DIVISION

- Working on items related to the Gateway Project escrow.

RECYCLING PROGRAM

- Working with Jennifer Arbuckle Consulting Services to write procedures.

AIRPORT DIVISION

We currently have 25 people on the wait list for t-hangars and none are available for rent.

INFORMATION TECHNOLOGY

- The IT department is down 2 employees and is working to refill those positions.
- Working on wire moves or wire cleanups during the construction at the public safety office.
- The City's cyber insurance company has posted minimum requirements to maintain being insured. There are a few items the IT department needs to address and we are working to meet those requirements.
- Working with the state to get the Next Generation 911 gear installed at the Police Dept.
- Assisting with the City-wide document scanning project.
- Working on the Laserfiche public portal configuration.

GEOGRAPHIC INFORMATION SERVICES

- Consulting with California Spatial Solutions for GIS Services

PUBLIC WORKS DEPARTMENT

Sewer Division

- No report Provided

Electrical

- No Report Provided

Fleet Maintenance Division

- No report provided

ENGINEERING

- No report provided

PUBLIC SAFETY**Police Activity:**

- Calls for Service 2,609
- Officer Initiated Incidents 483
 - **Total Incidents 3,092**
 - **Total Reports 352**
 - **Total Arrests 104**
 - **Total Citations 42**

Fire Activity:

- EMS Calls 348
- Traffic Accidents 16
- Fires 11
- Other 124
 - **Total 499**

Jackie Glover

From: mikebritton@gilwin.com
Sent: Tuesday, February 8, 2022 1:28 PM
To: Jackie Glover
Subject: Mike Britton Resignation

ATTENTION: This message originated from outside the **City of Oroville**. Please exercise judgment before opening attachments, clicking on links, or replying.

Jackie

I would like to inform you I am resigning from building commission.

Thank you

Mike Britton

**Gilwin Company
2354 Lapham Drive
Modesto, CA. 95354**

**916-955-9638 Cell
209-522-9775 Office
209-522-5634 Fax**

MikeBritton@gilwin.com