OROVILLE CITY COUNCIL
Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

January 07, 2025
SPECIAL MEETING
CLOSED SESSION 5:00 PM
OPEN SESSION 6:00 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

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

2. Pursuant to Government Code section 54957, the Council will meet with Personnel Officer to discuss Public Employee Performance Evaluations. Position Title: Department Heads and Contract Employees.

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - 10** 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. AMENDMENT NO. 1 TO THE CONTRACT WITH BUTTE CONSTRUCTION COMPANY FOR THE MISSION ESPERANZA PROJECT

The City Council shall consider amending the construction contract with Butte Construction Company to cover the additional costs of the construction phase of the Mission Esperanza project

ACTION REQUESTED -

APPROVE RESOLUTION NO. 9337- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO APPROVE AN AMENDMENT TO AGREEMENT NO. 3467 BUTTE CONSTRUCTION COMPANY TO COMPLETE THE MISSION ESPERANZA PROJECT IN AN AMOUNT NOT TO EXCEED $2,970,000, PLUS A 10% CONTINGENCY FOR A TOTAL AMOUNT OF $3,300,000.

2. PROFESSIONAL SERVICES AGREEMENT WITH ADAMS ASHBY GROUP FOR ANNUAL LONG-TERM MONITORING REPORTS FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS

The City Council shall consider a Professional Services Agreement with Adams Ashby Group in the amount of $42,000 for the preparation of HOME Investment Partnerships Program annual monitoring documentation reports for four (4) multi-family rental housing projects, for three (3) years.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9338 – A RESOLUTION OF THE OROVILLE CITY COUNIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESIONAL SERVICES AGREEMENT WITH ADAMS ASHBY GROUP, INC, IN THE AMOUNT OF $42,000, TO PREPARE THE ANNUAL LONG-TERM MONITORING REPORT FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS, FOR THREE (3) YEARS.

3. MOTOROLA RADIO ENCRYPTION LICENSING

The City Council shall consider authorizing the purchase of encryption licensing for public safety radios to meet current Department of Justice (DOJ) requirements, in the amount of $98,201.22.

ACTION REQUESTED -

AUTHORIZE THE CHIEF OF POLICE TO PURCHASE THE ENCRYPTION LICENSING IN THE AMOUNT OF $98,201.22.

4. AT&T MAINTENANCE AGREEMENT FOR 911 CALL TAKING EQUIPMENT

The City Council shall consider authorizing the Police Department to extend the maintenance contract with AT&T by one year. This extension will cost $59,585.80, however will be reimbursed by the California Office of Emergency Services (CalOES).

ACTION REQUESTED -

AUTHORIZE THE CHIEF OF POLICE TO ENTER INTO A 1-YEAR MAINTENANCE AGREEMENT WITH AT&T AND RECEIVE REIMBURSEMENT FUNDS FROM CALOES.

5. INCREASE LICENSE FOR BODY CAMERAS AND TASERS

The City Council shall consider authorizing the Police Department to increase the contract with Axon to add additional body cameras and Tasers. This increase will cost $84,670.28 over 25 months.

ACTION(S) REQUESTED -

1. **AUTHORIZE THE CHIEF OF POLICE TO ENTER INTO A 25 MONTH AGREEMENT WITH AXON FOR THE PURCHASE OF THE ADDITIONAL BODY WORN CAMERAS, TASERS, LICENSING AND MISCELLANEOUS HARDWARE; AND**
2. **AUTHORIZE THE CHIEF OF POLICE, WITH THE APPROVAL OF THE CITY ADMINISTRATOR, TO ADD ADDITIONAL CAMERAS AND TASERS TO THE AGREEMENT DURING THE TERM OF THE AGREEMENT PROVIDED FUNDING IS AVAILABLE.**

6. PUBLIC WORKS COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM AND BUDGET ADJUSTMENT

The City Council shall consider approving an Agreement with Websoft Developers for their MobileMMS Computerized Maintenance Management System (CMMS).

ACTION(S) REQUESTED -

1. **APPROVE THE AGREEMENT WITH WEBSOFT DEVELOPERS AND AUTHORIZE THE CITY ADMINISTRATOR TO SIGN; AND**
2. **APPROVE BUDGET ADJUSTMENT (5/7 VOTE REQUIRED) FROM SEWER FUND AND CONTINGENCY.**

7. STREETLIGHT DATA SOFTWARE SUBSCRIPTION – FUNDING SOURCE CORRECTION BUDGET ADJUSTMENT

The City Council shall consider approving a change to the funding source for the StreetLight Data subscription, from Traffic Impact Fees to existing appropriation included in the Fiscal Year 2024/25 budget

ACTION REQUESTED -

APPROVE BUDGET ADJUSTMENT TO ADD IN ANNUAL SUBSCRIPTION AGREEMENT STREETLIGHT DATA (PREMIUM PLANNING SOLUTIONS) IN THE AMOUNT OF $30,999, USING EXISTING APPROPRIATES IN THE FISCAL YEAR 2024/25 BUDGET (5/7 VOTE REQUIRED).

8. SUBSCRIPTION TO RIB SPECLINK

The City Council shall consider approving a subscription to RIB SpecLink, a cloud-based software for the efficient creation of engineering project specifications.

ACTION REQUESTED -

APPROVE AN ANNUAL SUBSCRIPTION TO RIB SPECLINK.

9. RESOLUTION TO DELEGATE MAYOR TO SIGN AGREEMENTS WITH CALTRANS AND TO SIGN PROGRAM SUPPLEMENT NO. F009 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECT NO. 03-5142F15

The City Council shall consider authorizing the Mayor to be the authorized person to sign agreements with Caltrans on the City's behalf. The Council will also consider authorizing the Mayor to sign Program Supplement No. F009 to Administering Agency-State Agreement for Federal-aid Projects No. 03-5142F15.

ACTION REQUESTED -

ADOPT RES. NO. 9339 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE MAYOR TO SERVE AS THE AUTHORIZED SIGNATORY FOR AGREEMENTS WITH CALTRANS ON BEHALF OF THE CITY, AND DIRECTING THE MAYOR TO SIGN PROGRAM SUPPLEMENT NO. F009 TO THE ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECT NO. 03-5142F15.

10. APPROVAL OF THE 12.03.2024 and 12.17.2024 CITY COUNCIL REGULAR MEETING MINUTES

The City Council shall consider approving the drafted 12.03.2024 and 12.17.2024 City Council Regular Meeting Minutes.

ACTION REQUESTED -

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

11. PROFESSIONAL SERVICES AGREEMENT WITH THE FERGUSON GROUP FOR FEDERAL LEGISLATIVE ADVOCACY SERVICES

The City Council shall consider Professional Services Agreement with The Ferguson Group for Federal legislative advocacy services.

ACTION REQUESTED -

APPROVE PROFESSIONAL SERVICES AGREEMENT WITH THE FERGUSON GROUP FOR FEDERAL LEGISLATIVE ADVOCACY SERVICES AND AUTHORIZE THE MAYOR AND STAFF TO SIGN.

12. PROFESSIONAL SERVICES AGREEMENT WITH SHAW, YODER, SCHMELZER, ANTWIH & LANGE FOR STATE LEGISLATIVE ADVOCACY SERVICES

The City Council shall consider Professional Services Agreement with Shaw, Yoder, Antwih, Schmelzer and Lange for State legislative advocacy services.

ACTION REQUESTED -

APPROVE PROFESSIONAL SERVICES AGREEMENT WITH SHAW, YODER, SCHMELZER, ANTWIH & LANGE FOR STATE LEGISLATIVE ADVOCACY SERVICES AND AUTHORIZE THE MAYOR AND STAFF TO SIGN.

13. ISSUANCE OR SALE OF DUTY FIREARM TO RETIRED POLICE CHIEF BILL LAGRONE

The City Council shall consider issuing or selling retired Police Chief Bill LaGrone's service firearm to him as a token of the City's appreciation for his twenty-two plus years of service to the City of Oroville.

ACTION(S) REQUESTED -

1. **APPROVE THE ISSUANCE OF THE DUTY FIREARM TO RETIRED CHIEF BILL LAGRONE AND DIRECT STAFF TO WORK WITH LAGRONE ON THE TRANSFER OF OWNERSHIP; OR**
2. **APPROVE THE SALE OF THE DUTY FIREARM TO RETIRED CHIEF BILL LAGRONE DIRECT STAFF TO WORK WITH LAGRONE ON THE TRANSFER OF OWNERSHIP; OR**
3. **RETAIN THE DUTY FIREARM AS A RESERVE FIREARM.**

14. BUDGET ADJUSTMENT FOR ELECTION COSTS

The City recently conducted an election on November 5, 2024, incurring expenses totaling $136,405.22. These expenses include costs for election administration, equipment, staffing, printing, and other necessary services. Although the election costs were anticipated, they exceeded the budgeted allocation due unanticipated total cost of the Measures that were printed. As a result, a budget adjustment is required to ensure all obligations are met, and the General Fund remains balanced.

ACTION REQUESTED –

ADOPT RESOLUTION NO. 9340 - APPROVING THE BUDGET ADJUSTMENT AS RECOMMENDED (5/7 VOTE REQUIRED).

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.

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

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

No Public Hearings this meeting.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items

2. Correspondence

   i. **Fire Department - December Statistic Report**

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on January 21, 2025 at 4:00 p.m.

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

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

City of Oroville

OFFICE OF THE MAYOR

David W Pittman
Office of Mayor

1735 Montgomery Street.
Oroville, CA 95965-4897
(530) 538-2535 FAX (530) 538-2468
www.cityoforoville.org

January 4, 2025

Concluding Statement to City of Oroville Community 2024

It is both an honor and a privilege to stand before you today to reflect on the incredible accomplishments of Oroville in 2024. As we look back on the year, it's clear that this vibrant community has achieved remarkable progress, demonstrating resilience, innovation, and a shared commitment to making Oroville a place we can all be proud of. I appreciate current City of Oroville City Council members who have contributed so much to the success of 2024.

Community Development & Growth

2024 has been a year of revitalization and growth. Our city and community has made significant strides in improving infrastructure, ensuring that our neighborhoods are not only safer but also more connected. From new road projects (safety project on Highway 162, Montgomery and Meyers Street re-sealing/striping, and repairs throughout the City) to the enhancement of public spaces, we have created an environment where families and businesses can thrive. In addition, there are drainage and infrastructure projects in the cue for the South Oroville area – along with a number of key software initiatives to assess our roads to plan and track projects in the future for both Public Works and our Sewer department. Oroville now has a recent boost in affordable housing options and is actively looking to expand market rate housing options within the community, ensuring that everyone, regardless of their background, can call this beautiful place home.

Economic Prosperity

Emphasis continues to revitalize our downtown area to recruit new businesses, and maintain existing business, create more jobs and opportunities for Oroville's residents. Oroville employers consistently stress the need for their employee housing within Oroville. Consequently the City is striving for incentives to encourage more market rate housing, for a larger workforce to live and ultimately help the City and community thrive.

Environmental Stewardship

Oroville's commitment to environmental sustainability has been another key highlight this year. We've taken significant steps to protect our natural resources, including looking into alternative Pioneer Community Energy and also digging deep into biomass and alternative fuel options. Through these efforts, we are not only preserving the beauty of our surroundings but also preparing Oroville for a more sustainable future.

Education & Workforce Development

Education has remained a cornerstone of our community's success. Our local schools, colleges, and training centers continue to make strides in providing high-quality education and vocational training to prepare our young people for the workforce of tomorrow. The City continues to partner with Oroville's educational institutions (Butte College, Oroville High and Oroville City Schools, Head Start, Youth Intervention Program) and local businesses to foster an environment of innovation, ensuring that our next generation is equipped with the skills needed to succeed in an ever-changing world.

Health & Wellbeing

The health and well being of our citizens is a top priority, and 2024 has been no exception. We've expanded programs to address those who are the most vulnerable in our community and have the highest level of needs (Mission Esperanza housing/support services, Sobering Center, Community Navigator). Providing those in need with help will remain a high priority for the Council, along with ensuring that residents of all ages can live healthier, happier lives.

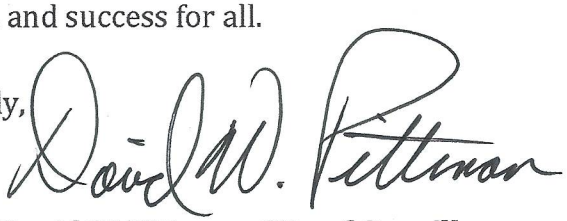
Public Safety & Emergency Preparedness

In addition to growth and development, Oroville has focused on enhancing the safety and security of its residents. We've invested in modernizing our emergency response systems(numerous new systems have been deployed at both the Police and Fire Department, taking better advantage of technology), ensuring that we are prepared for any crisis, whether natural or man-made. Our first responders and community partners have worked together to strengthen our preparedness plans, ensuring that we remain resilient in the face of any challenge.

Looking Ahead

As we close the chapter on 2024, we know that the work is far from over. However, the foundation is being built for a strong future! Accomplishments of this past year have laid a solid foundation for continued progress. Together, we have proven that with collaboration, determination, and a shared vision, Oroville can overcome any obstacle and emerge stronger than ever. Let us carry the momentum of 2024 into the future, working hand in hand to build an even brighter tomorrow for our children, our neighbors, and our community. Together, we will continue to make Oroville a place of opportunity, growth, and success for all.

Sincerely,



Mayor David W Pittman, City of Oroville

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **AMENDMENT NO. 1 TO THE CONTRACT WITH BUTTE CONSTRUCTION COMPANY FOR THE MISSION ESPERANZA PROJECT**

DATE: **JANUARY 7, 2025**

SUMMARY

The Council may consider amending the construction contract with Butte Construction Company to cover the additional costs of the construction phase of the Mission Esperanza project

DISCUSSION

In October 2021, the California Homeless Coordinating and Financing Council released a request for application for Encampment Resolution Funding with applications due in December of 2021. This funding was established to assist local jurisdictions initiate innovative and replicable efforts to resolve encampment concerns and to support individuals in accessing safe and stable housing. In December 2021, the City partnered with the Oroville Rescue Mission to submit an application that would address the needs of a known encampment in the city.

On October 27, 2022, the City of Oroville was awarded $2,733,374.11 in Encampment Resolution Funding (ERF-2-L) Program grant funds from the California Interagency Council on Homelessness (Cal ICH). The project is titled “Mission Esperanza.” This funding is budgeted for both services and capital improvements.

On May 8, 2023, a Request for Proposals (RFP) was published and posted for the preparation of engineered drawings and construction of the site to convert the existing shop building into an intake/navigation center, office space, and congregate shelter, including grading and preparing pads to erect (20) non-congregate pallet shelters (15 in Phase I and 5 ADA units in Phase II), and the installation of utilities and infrastructure to accommodate all upgrades to the facility to accommodate up to 40 persons in non-congregate units and 40 persons in congregate interim shelter. The construction contract covers Phase I, which includes all infrastructure for fifteen (15) pallet shelters, forty (40) congregate beds and offices for service providers. Although the contract does not include construction costs for Phase II which the city has a bid

for, once funding is secured, staff will amend the agreement to include the items included in Phase II of the bid which include five (5) concrete shelter pads, pedestals for ADA compliant shelter units, a concrete pad for the community building/intake

shelter/security shed, perimeter fencing and exterior lighting.

In the fall of 2023, the ERF-2-R application was funded, and we guided Butte Construction Company (BCC) to prepare change orders to include Phases II & III. Phase III to include an additional twenty (20) concrete pads for twenty non-congregate shelter units, resulting in the addition of thirty-five non-congregate beds bringing the number of interim shelter beds up to 105.

The original contract with Butte Construction Company to complete Phase I of the work was estimated at $1,968,000.00, plus a 10% contingency budgeted for unforeseen issues, additions, etc., bringing the total contract to $2,164,800. Since the contract was originally executed and the change orders for additional phases added in, there have been a couple of dozen additional change orders approved for the project. It is now time to amend the BCC contract to account for the change orders and the project size, which we anticipated needing to do if the project was awarded additional funds.

To support the project's construction costs and the increase to the BCC contract, funding will come from:

ERF 2L: $1,721,000 Total grant award: $2,733,373.71

ERF 3L: $329,000 Total grant award: $1,730,450

ARPA County: $500,000

ARPA City: $750,000

Amendment No.1 to the Butte Construction Contract will increase the contract to a not to exceed amount of $2,970,000, plus a 10% contingency bringing the total contract up to $3,300,000. There may be a need to increase the agreement in the future, if there are additional costs to the project that we are unaware of at this time.

FISCAL IMPACT

There is no General Fund Impact.

Mission Esperanza project costs are fully supported with grant revenue awarded to the city and to the county and encumbered to this project.

RECOMMENDATION

1. Approve Resolution No. 9337- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO APPROVE AN AMENDMENT TO AGREEMENT NO. 3467 BUTTE CONSTRUCTION COMPANY TO COMPLETE THE MISSION ESPERANZA PROJECT IN AN

AMOUNT NOT TO EXCEED $2,970,000, PLUS A 10% CONTINGENCY FOR A TOTAL AMOUNT OF $3,300,000.

ATTACHMENTS

Resolution No. 9337
Agreement No. 3467-1

Administering Agency: City of Oroville

Agreement No. 3467-1 ,

This First Amendment to the Agreement between the City of Oroville and Butte Construction Company ("First Amendment") in entered into by and between the City of Oroville, a municipal corporation ("Owner/City") and Butte Construction Company ("Contractor"). City and Contractor may be referred to herein collectively as the "Parties".

RECITALS

WHEREAS City and Contractor entered into an Agreement on August 1, 2023, for Contractor to provide professional construction services in the development of the property located at 4250 Lincoln Blvd, Oroville, known as Mission Esperanza; and

WHEREAS the City has applied for and received funds from the California Business, Consumer Services and Housing Agency under the third round of Encampment Resolution Funding (23-ERF-3-L-00009) and from the city of Oroville and the County of Butte under the federal ARPA program which has provided additional revenue to the project; and

WHEREAS the City has approved several change orders for work/tasks that have increased the scope of work for the Contractor and the current contract does not provide adequate compensation for those increases in work; and

WHEREAS both City and Contractor agree that this agreement supports the coordinated efforts of both parties on the Mission Esperanza project regardless of funding source.

AGREEMENT

NOW THEREFORE, in consideration of the recitals contained herein, the Parties mutually agree to extend the Contract Price, and to increase the amount of the contract not to exceed **Three Million Three Hundred Thousand dollars** ($3,000,000), including the 10% contingency.

All of the terms and conditions not specifically modified amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the last date signed below.

CITY OF OROVILLE/CITY (First Party):

By: _____ Date: _____
Brian Ring, City Administrator

BUTTE CONSTRUCTION COMPANY/CONTRACTOR (Second Party):

By: _____ Date: _____
Nick Starnes, President

APPROVED AS TO FORM:

By: _____
Dave Ritchie, City Attorney

CITY OF OROVILLE
RESOLUTION NO. 9337

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO APPROVE AN AMENDMENT TO AGREEMENT NO. 3467 BUTTE CONSTRUCTION COMPANY TO COMPLETE THE MISSION ESPERANZA PROJECT IN AN AMOUNT NOT TO EXCEED $2,970,000, PLUS A 10% CONTINGENCY FOR A TOTAL AMOUNT OF $3,300,000.

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

1. The Mayor is hereby authorized and directed to approve an amendment to agreement no. 3467 with Butte Construction Company to complete the Mission Esperanza Project in an amount not to exceed $2,970,000 plus a 10% contingency for a total amount of $3,300,000.

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

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on January 7, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

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

RE: **2025 ANNUAL LONG-TERM MONITORING REPORTS FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS**

DATE: **JANUARY 7, 2025**

SUMMARY

The Council may consider a Professional Services Agreement with Adams Ashby Group in the amount of $42,000 for the preparation of HOME Investment Partnerships Program annual monitoring documentation reports for four (4) multi-family rental housing projects, for three (3) years.

DISCUSSION

The City of Oroville, as a State recipient, is responsible to the 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 that 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, Grant No. 16-HOME-10991 (40 units)

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

Consultant	**Quote Amount**
Adams Ashby Group Lorie Ann Adams, Principal	$14,000 annually, $42,000 for 3 years
Housing-Tools James Coles	$17,200 annually, $51,600 for 3 years
R. L. Hastings and Associates	No response
Joanne Anders	No response

Staff recommends entering into an agreement with Adams Ashby Group, Inc. to provide services of completing the monitoring and submitting the reports to HCD on the City's behalf, with errors and omissions insurance waived.

FISCAL IMPACT

Funding will be allocated from fund 229 (HOME RLF), fund 220 (Hsg Prg) and fund 221(HOME) and determined annually based on current balances.

ACTION REQUESTED -

Adopt Resolution No. 9335– A RESOLUTION OF THE OROVILLE CITY COUNIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESIONAL SERVICES AGREEMENT WITH ADAMS ASHBY GROUP, INC, IN THE AMOUNT OF $42,000, TO PREPARE THE ANNUAL LONG-TERM MONITORING REPORT FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS, FOR THREE (3) YEARS.

ATTACHMENTS

A – Resolution No. 9338
B – Agreement No. 3533

CITY OF OROVILLE
RESOLUTION NO. 9338

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMTN WITH ADAMS ASHBY GROUP, IN THE AMOUNT OF $42,000, TO PREPARE THE ANNUAL LONG-TERM MONITORING REPORT FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS, FOR THREE (3) YEARS.

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

1. The Mayor is authorized and directed to execute a Professional Services Agreement between the City of Oroville and Adams Ashby Group for HOME Multifamily Long Term Monitoring in the amount of $42,000 for three years. A copy of the Agreement is attached hereto as Exhibit “A.”

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

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on January 7, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
David Ritchie City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of **January 7, 2025,** by and between the **City of Oroville,** a municipal corporation ("City") and **Adams Ashby Group, 1000 Lincoln Road, Suite H-212, Yuba City CA 95991**("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) Oroville Manor - 71 units 2) Hillview Ridge - 71 units, 3) Hillview Ridge II – 51 units, 4) Sierra Heights - 40 units.

The Scope of work entails the inspection of each property 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, 2025, 2026 and 2027.

- 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 last the Annual Affirmative Marketing Analysis Report

TIME OF PERFORMANCE. The services of Consultant are to commence upon execution of this Agreement and shall be completed by Date.

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

Year 1 $14,000

Year 2 $14,000

Year 3 $14,000

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.

4. 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.

5. 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.

6. 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.

7. 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:

a. 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

b. 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/Housing Director**
City of Oroville-Housing
1735 Montgomery Street
Oroville, CA 95965-4897

If to Consultant:

Adams Ashby Group
1000 Lincoln Rd., Suite H-212
Yuba City CA 95991

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 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. 170lu. 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 CFG 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

_____
Dave Pittman, Mayor

CONSULTANT

_____
Lori Ann Adams, Principal

APPROVED AS TO FORM:

By:_____
David Ritchie, City Attorney

ATTEST:

By:_____
Kayla Reaster, Assistant City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **TYSON PARDEE, IT MANAGER**

RE: **MOTOROLA RADIO ENCRYPTION LICENSING**

DATE: **JANUARY 7, 2025**

SUMMARY

The Council will consider authorizing the purchase of encryption licensing for public safety radios to meet current Department of Justice (DOJ) requirements, in the amount of $98,201.22.

DISCUSSION

The primary radio infrastructure for the Oroville Police Department is Motorola equipment. Based on the proven record of reliability and durability, and our prior commitment to this radio infrastructure, Motorola equipment is identified as the preferred radio manufacturer for the Oroville Police Department.

The Police Department presented an agenda item for 50 new vehicle radios and additional accessories on September 6, 2022. The agenda item was approved, and the purchase was made. During the time of the purchase Motorola had a supply issue, and the order did not get fulfilled for over a year. One of the items listed as an “additional accessory” was encryption licensing for 45 existing handheld radios. During the installation of the licenses staff found that the encryption was missing from the order. An attempt was made to correct the issue with Motorola however too much time had passed since the initial order. The City had also closed out the purchase order with a remaining amount of $89,927.21.

This purchase will also include the necessary encryption licensing for three dispatch consoles.

The Police Department would like to purchase the needed encryption licensing and bring all radios to meet DOJ requirements. Motorola is offering these licenses at contract pricing that has previously been bid. Motorola is the sole source of this specified product. The pricing provided is within normal pricing parameters.

FISCAL IMPACT

Funding will be from Fund 152, Police Supplemental Law Enforcement Fund and Fund 151.1660.6420, Public Safety Augmentation Fund.

RECOMMENDATION

City Council approve the Chief of Police to purchase the encryption licensing in the amount of $98,201.22.

ATTACHMENTS

1) Motorola Solutions Quote

MOTOROLA SOLUTIONS

QUOTE-2838457
OPD Upgrades

Billing Address:
OROVILLE POLICE DEPT
2055 LINCOLN ST
OROVILLE, CA 95966
US

Shipping Address:
Sutter Buttes Comm, Inc
Re: Oroville PD
445 N Palora Ave
Yuba City, CA 95991
US

Quote Date:11/20/2024
Expiration Date:01/20/2025
Quote Created By:
Bill Corey
Public Safety Acct. Rep
bcorey@sutterbuttescomm.com
530-682-8899

End Customer:
OROVILLE POLICE DEPT
Tyson Pardee
tpardee@cityoforoville.org
530-538-2493

Delivery Address:
Sutter Buttes Comm, Inc.
445 N Palora Ave
Yuba City, CA 95991
US

End Customer Address:
Oroville Police Department
2055 Lincoln St
Oroville, CA 95966
US

Contract: 17724 - HGAC (TX) - RA05-21
AGREEMENT: STATE OF CALIFORNIA
Payment Terms:30 NET

-Flashport: Add Multikey w/OTAR to (45) APX8000
-Flashport: Add AES Encryption Algorithm to (45) APX8000
-Add ADP Encryption Algorithm to (1) KVL5000
-Cable Assortment for KVL5000 and APX radios
-OPD Dispatch - Add AES & ADP Encryption x3 positions
-Add Qty 45 RM Offline licenses

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	FLASHport Series	APX8000FLASHPORT				
1	T8627A	TDMA	1	$0.00	$0.00	$0.00
1a	Q498AX	ENH: ASTRO 25 OTAR W/ MULTIKEY	45	$936.00	$748.80	$33,696.00
	After Market Encryption Upgrades					
2	T7936A	APX UCM UPGRADE CD	1	$57.50	$51.75	$51.75
2a	CA00182AR	ADD: AES ENCRYPTION SOFTWARE	45	$696.00	$626.40	$28,188.00
	KVL 5000					
3	T8500A	KVL 5000 UPGRADE	1	$100.00	$90.00	$90.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

QUOTE-2838457
OPD Upgrades

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3a	CA01641AB	ADD: ADP ENCRYPTION	1	$330.00	$297.00	$297.00
4	CB000262A01	CABLE,MICRO USB PROGRAMMING CABLE	1	$11.00	$8.80	$8.80
5	HKN6182B	CABLE KEYLOADING ADAPTER CGAI	1	$225.40	$180.30	$180.30
6	WPLN6904A	ASSY:KIT,KEYLOAD CABLE	1	$118.80	$86.72	$86.72
7	TKN8531C	CABLE, KEYLOAD	1	$358.16	$286.49	$286.49
	After Market Encryption Upgrades					
8	T8063A	MCC 7500 SECURE VPM ALGORITHM UPGRADE FOR KVL	1	$250.00	$200.00	$200.00
8a	CA00182AB	ADD: AES ALOGRITHM	3	$990.00	$792.00	$2,376.00
9	BLN1304A	SECURE OPERATION FIELD-ADD LICENSE	3	$3,900.00	$3,120.00	$9,360.00
	After Market Encryption Upgrades					
10	T8063A	MCC 7500 SECURE VPM ALGORITHM UPGRADE FOR KVL	1	$250.00	$200.00	$200.00
10a	CA00245AA	ADD: ADP ALGORITHM	3	$990.00	$792.00	$2,376.00
11	BLN1304A	SECURE OPERATION FIELD-ADD LICENSE	3	$3,900.00	$3,120.00	$9,360.00
	APX™ Radio Management	RADIO MANAGEMENT				
12	T7913A	RADIO MANAGEMENT OFFLINE	1	$0.00	$0.00	$0.00
12a	UA00048AA	ADD: RADIO MANAGEMENT LICENSES OFFLINE	45	$110.00	$88.00	$3,960.00

Subtotal $90,717.06

Estimated Tax $7,484.16

Grand Total $98,201.22(USD)

Notes:

- (1) This proposal is for equipment/parts only. Labor/Services not included. If desired, please request a separate labor quote from Sutter Buttes Communications, Inc.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

(2) Customer KVL5000 SN# 201CYZ3119

(3) Please CLOSELY follow PO instructions on last page of this quote. Delivery address should be our shop address in Yuba City.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

MOTOROLA SOLUTIONS

Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **TYSON PARDEE, IT MANAGER**

RE: **AT&T MAINTENANCE AGREEMENT FOR 911 CALL TAKING EQUIPMENT**

DATE: **JANUARY 7, 2025**

SUMMARY

The City Council will consider authorizing the Police Department to extend the maintenance contract with AT&T by one year. This extension will cost $59,585.80, however will be reimbursed by the California Office of Emergency Services (CalOES).

DISCUSSION

The Police Department's 911 call taking infrastructure is supported by AT&T and the maintenance contract has recently expired. A complete refresh of the call taking infrastructure is in progress however will not be complete until sometime next year. AT&T is willing to extend their support contract for the current system for another year while the process of the refresh is taking place. CalOES has requested the Police Department to process the extension to the maintenance contract and then submit for reimbursement from the state.

FISCAL IMPACT

Contract cost for the extension is $59,585.80 and will be reimbursed by CalOES.

RECOMMENDATION

City Council approve the Chief of Police to enter into a 1-year maintenance agreement with AT&T and receive reimbursement funds from CalOES.

ATTACHMENTS

1) AT&T Maintenance Agreement Quote

Maintenance Quote

DATE **10/30/2024**

Oroville PD

Extended Maintenance

AT&T Contact **Jeff Reeve**
Phone (714) 227-1268
Email ju7072@att.com
Address 1452 Edinger Ave.
Tustin, CA 92780

3 Position VIPER

9-1-1 CPE BASIC TURN-KEY STAND-ALONE SYSTEM

Turn-key System

12 Months Maintenance	$	39,466.77

Maintenance Term: 11/18/24 to 11/7/2025

Backroom UPS Replacement Quantity	2	$ 14,274.00
Position UPS Replacement Quantity	3	$ 4,485.00

AT&T will continue to provide Service under the Maintenance Plan for as long as parts are available on a commercially reasonable basis.

In the event repair parts are not readily available:

AT&T will advise customer and customer will have the option to replace the Equipment with a similar product.

In the event the customer declines to authorize such replacement, AT&T will cease providing Service for such Equipment.

UPS	**$**	**18,759.00**
Tax 7.25%	**$**	**1,360.03**
SYSTEM MAINTENANCE TOTAL	**$**	**39,466.77**

This Quote Valid until 2/27/2025

TOTAL	**$**	**59,585.80**

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **TYSON PARDEE, IT MANAGER**

RE: **INCREASE LICENSE FOR BODY CAMERAS AND TASERS**

DATE: **JANUARY 7, 2025**

SUMMARY

The City Council will consider authorizing the Police Department to increase the contract with Axon to add additional body cameras and Tasers. This increase will cost $84,670.28 over 25 months.

DISCUSSION

The Police Department currently uses video and audio technology to maintain its commitment to transparency and accountability. One of the tools currently deployed is body-worn cameras (BWC). BWC's are issued to all sworn personnel and manually activated/utilized in situations where officers are engaging with members of the public. The Police Department is expanding and is requesting additional body cameras and tasers to meet current numbers of sworn officers as well as extra body cameras to outfit all non-sworn Municipal Law Enforcement (MLE) personnel.

FISCAL IMPACT

Contract cost for 25 months for the addition of BWC, tasers, licensing and miscellaneous hardware is $84,670.28. Funding will be from Fund 152, Police Supplemental Law Enforcement Fund and Fund 151.1660.6420, Public Safety Augmentation Fund.

Fiscal year 2024/2025 – $42,335.14

Fiscal year 2025/2026 – $42,335.14

RECOMMENDATION

City Council approve the Chief of Police to enter into a 25 month agreement with Axon for the purchase of the additional body worn cameras, tasers, licensing and miscellaneous hardware.

City Council authorize the Chief of Police, with the approval of the City Administrator, to add additional cameras and tasers to the agreement during the term of the agreement provided funding is available.

ATTACHMENTS

1) Axon Quote

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-603759-45656

Issued: 12/30/2024

Quote Expiration: 01/15/2025

Estimated Contract Start Date: 03/01/2025

Account Number: 113458

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Oroville Police Dept. - CA 2055 Lincoln St Oroville, CA 95966-5325 USA	Oroville Police Dept. - CA 2055 Lincoln St Oroville CA 95966-5325 USA Email:	Daniel Birt Phone: Email: dbirt@axon.com Fax:	Tyson Pardee Phone: (530) 538-2493 Email: tpardee@cityoforoville.org Fax:

Quote Summary

Program Length	25.4667 Months
TOTAL COST	$81,142.40
ESTIMATED TOTAL W/ TAX	$84,670.28

Discount Summary

Average Savings Per Year	$3,664.88
TOTAL SAVINGS	$7,777.70

Payment Summary

Date	Subtotal	Tax	Total
Feb 2025	$40,571.20	$2,105.06	$42,676.26
Feb 2026	$40,571.20	$1,422.82	$41,994.02
Total	**$81,142.40**	**$3,527.88**	**$84,670.28**

Quote Unbundled Price:	**$88,**
Quote List Price:	**$74,113.85**
Quote Subtotal:	**$81,142.40**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
73352	TRUE UP - BWC HARDWARE FINANCING	16	4		$23.30	$23.30	$1,491.20	$123.02	$1,614.22
20245	TRUE UP - TASER 7 CERTIFICATION PLAN TRUE UP	3	1		$52.55	$1,786.70	$5,360.10	$442.21	$5,802.31
BWCamTAP	Body Worn Camera TAP Bundle	16	25	$43.38	$32.47	$33.08	$13,232.17	$960.38	$14,192.55
C00018	BUNDLE - TASER 7 CERTIFICATION	3	25	$216.23	$77.00	$78.45	$5,883.57	$460.51	$6,344.08
A la Carte Hardware									
11706	AXON BODY - MOUNT - RAPIDLOCK FOLDING	2			$34.00	$0.00	$0.00	$0.00	$0.00
74035	AXON BODY - MOUNT - RAPIDLOCK ANCHOR VERTICAL	10			$34.00	$0.00	$0.00	$0.00	$0.00
100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	10			$39.00	$0.00	$0.00	$0.00	$0.00
100681	AXON SIGNAL - SIDEARM SENSOR ONLY	16			$269.00	$269.00	$4,304.00	$355.08	$4,659.08
H00001	AB4 Camera Bundle	16			$899.00	$899.00	$14,384.00	$1,186.68	$15,570.68
A la Carte Software									
73449	AXON RESPOND - LICENSE	16	25		$5.11	$5.31	$2,125.76	$0.00	$2,125.76
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	16	25		$10.22	$10.63	$4,251.52	$0.00	$4,251.52
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	16	25		$25.56	$26.58	$10,632.96	$0.00	$10,632.96
ProLicense	Pro License Bundle	16	25		$40.90	$48.69	$19,477.12	$0.00	$19,477.12
A la Carte Services									
100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1			$1,500.00	$0.00	$0.00	$0.00	$0.00
Total							**$81,142.40**	**$3,527.88**	**$84,670.28**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	16	1	02/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	18	1	02/01/2025
AB4 Camera Bundle	74022	AXON BODY - MOUNT - SM POCKET 4 IN RAPIDLOCK	4	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	100591	AXON TASER - CLEANING KIT	1	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	3	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	3	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	3	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	15	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-	15	1	02/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		DEGREE) NS			
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	6	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	6	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	3	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	3	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	02/01/2025
A la Carte	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	16	1	02/01/2025
A la Carte	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	10	1	02/01/2025
A la Carte	11706	AXON BODY - MOUNT - RAPIDLOCK FOLDING	2	1	02/01/2025
A la Carte	74035	AXON BODY - MOUNT - RAPIDLOCK ANCHOR VERTICAL	10	1	02/01/2025
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	6	1	02/01/2026
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	6	1	02/01/2026
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	16	1	03/15/2027
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	6	1	04/01/2027
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	6	1	04/01/2027
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	6	1	04/01/2027
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	6	1	04/01/2027
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	6	1	04/01/2027
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	6	1	04/01/2027
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	6	1	04/01/2027
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	6	1	04/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	3	03/01/2025	04/14/2027
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	3	03/01/2025	04/14/2027
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	03/01/2025	04/14/2027
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	48	03/01/2025	04/14/2027
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	16	03/01/2025	04/14/2027
A la Carte	73449	AXON RESPOND - LICENSE	16	03/01/2025	04/14/2027
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	16	03/01/2025	04/14/2027
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	16	03/01/2025	04/14/2027

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 7 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - TASER 7 CERTIFICATION	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	3
A la Carte	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	16	02/01/2026	04/14/2027
BUNDLE - TASER 7 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	02/01/2026	04/14/2027
BUNDLE - TASER 7 CERTIFICATION	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	3	02/01/2026	04/14/2027
BUNDLE - TASER 7 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	02/01/2026	04/14/2027

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2055 Lincoln St	Oroville	CA	95966-5325	USA

Payment Details

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront HW	H00001	AB4 Camera Bundle	16	$14,384.00	$1,186.68	$15,570.68
Year 4 - Coterm	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	$0.00	$0.00	$0.00
Year 4 - Coterm	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	16	$1,688.32	$139.29	$1,827.61
Year 4 - Coterm	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	10	$0.00	$0.00	$0.00
Year 4 - Coterm	11706	AXON BODY - MOUNT - RAPIDLOCK FOLDING	2	$0.00	$0.00	$0.00
Year 4 - Coterm	20245	TRUE UP - TASER 7 CERTIFICATION PLAN TRUE UP	3	$2,102.60	$173.46	$2,276.06
Year 4 - Coterm	73352	TRUE UP - BWC HARDWARE FINANCING	16	$584.95	$48.26	$633.21
Year 4 - Coterm	73449	AXON RESPOND - LICENSE	16	$833.87	$0.00	$833.87
Year 4 - Coterm	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	16	$1,667.74	$0.00	$1,667.74
Year 4 - Coterm	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	16	$4,170.97	$0.00	$4,170.97
Year 4 - Coterm	74035	AXON BODY - MOUNT - RAPIDLOCK ANCHOR VERTICAL	10	$0.00	$0.00	$0.00
Year 4 - Coterm	BWCamTAP	Body Worn Camera TAP Bundle	16	$5,190.56	$376.73	$5,567.29
Year 4 - Coterm	C00018	BUNDLE - TASER 7 CERTIFICATION	3	$2,307.95	$180.64	$2,488.59
Year 4 - Coterm	ProLicense	Pro License Bundle	16	$7,640.24	$0.00	$7,640.24
Total				**$40,571.20**	**$2,105.06**	**$42,676.26**

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	$0.00	$0.00	$0.00
Year 5	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	16	$2,615.68	$215.79	$2,831.47
Year 5	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	10	$0.00	$0.00	$0.00
Year 5	11706	AXON BODY - MOUNT - RAPIDLOCK FOLDING	2	$0.00	$0.00	$0.00
Year 5	20245	TRUE UP - TASER 7 CERTIFICATION PLAN TRUE UP	3	$3,257.50	$268.75	$3,526.25
Year 5	73352	TRUE UP - BWC HARDWARE FINANCING	16	$906.25	$74.76	$981.01
Year 5	73449	AXON RESPOND - LICENSE	16	$1,291.89	$0.00	$1,291.89
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	16	$2,583.78	$0.00	$2,583.78
Year 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	16	$6,461.99	$0.00	$6,461.99
Year 5	74035	AXON BODY - MOUNT - RAPIDLOCK ANCHOR VERTICAL	10	$0.00	$0.00	$0.00
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	16	$8,041.61	$583.65	$8,625.26
Year 5	C00018	BUNDLE - TASER 7 CERTIFICATION	3	$3,575.62	$279.87	$3,855.49
Year 5	ProLicense	Pro License Bundle	16	$11,836.88	$0.00	$11,836.88
Total				**$40,571.20**	**$1,422.82**	**$41,994.02**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/30/2024

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **FRED MAYO, DIRECTOR OF PUBLIC WORKS**

RE: **PUBLIC WORKS COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM AND BUDGET ADJUSTMENT**

DATE: **JANUARY 7, 2025**

SUMMARY

The City Council shall consider approving an Agreement with Websoft Developers for their MobileMMS Computerized Maintenance Management System (CMMS).

DISCUSSION

The Public Works Department aims to enhance the quality of life for Oroville residents by providing essential services such as road maintenance, stormwater management, and facility upkeep. The City maintains five museums, several City buildings, over 100 miles of streets, fleet, an airport, a sewer system, and five parks.

The Public Works Department currently manages its maintenance operations using traditional methods, including paper-based records, email communications, and text messages. This approach has resulted in several challenges:

- Inefficiencies in Workflow: Manual processes and disparate communication methods lead to delays and inefficiencies in tracking and managing maintenance tasks.
- Limited Visibility and Reporting: The reliance on paper records and informal communication channels hampers our ability to generate comprehensive reports, monitor asset performance, and track maintenance history effectively.
- Increased Risk of Errors: The potential for data entry errors and loss of critical information is heightened with manual record-keeping and communication.
- Challenges in Preventive Maintenance: The current system does not support systematic scheduling and tracking of preventive maintenance tasks, which impacts our ability to proactively manage equipment and infrastructure.
- Difficulty in Resource Allocation: Without a centralized system, allocating resources effectively and optimizing maintenance schedules are challenging.

Additionally, many of our facilities, such as streetlights, sewer systems, and storm drains, are represented in a Geographic Information System (GIS) layer. However, this GIS data is currently outdated and does not fully support our maintenance management needs. The lack of accurate and up-to-date GIS data further complicates the coordination and execution of maintenance activities.

In August 2024, the City released a Request for Proposal for a CMMS software and received 17 well-qualified responses. Over the past few months, staff have conducted interviews and participated in demonstrations and selected Websoft Developer's MobileMMS software. MobileMMS proved to be both a capable and cost-effective solution.

The Public Works Department expects this CMMS will:

- Implement a centralized, digital system to replace current manual processes involving paper records, emails, and text messages. The CMMS will automate work order management, track maintenance activities, and facilitate efficient communication among staff.
- Integrate with the existing GIS data to provide up-to-date information on city infrastructure such as streets, stormwater systems, and public facilities.
- Enable systematic scheduling and tracking of preventive maintenance tasks to reduce equipment failures and emergency repairs.
- Provide comprehensive reporting and analytics capabilities to support informed decision-making regarding asset management, resource allocation, and budget planning. The system will generate detailed reports and metrics on maintenance activities, asset conditions, and operational performance.
- Maintain accurate records for regulatory compliance and transparency.
- Ensure seamless integration with current technologies and data sources, especially GIS, to enhance the functionality and utility of the CMMS. This system should also integrate with any future 311 system the City chooses to adopt.
- Provide a scalable solution that can adapt to future needs and technological advancements.
- Offer a user-friendly interface that is accessible to all levels of staff, with adequate training and support provided.

FISCAL IMPACT

The total 3-year contract is not to exceed $94,654. However, this CMMS software was not included in the 2024/2025 budget. 50% is proposed to come from the Sewer Fund, and the other 50% is proposed to come from the contingency (requiring 5/7 approval). The breakdown for Years 1, 2, and 3 is as follows:

City of Oroville Pricing			
Public Works	**Year 1**	**Year 2**	**Year 3**
Subscription	$21,500	$22,575	$23,704
Implementation	$26,875		
GIS Integration	Included		
Citizen Request integration	Included		
USA Ticket management	Included		
Documentation	Included		
Training	Included		
Total	***$48,375***	***$22,575***	***$23,704***

ACTION REQUESTED -

APPROVE THE AGREEMENT WITH WEBSOFT DEVELOPERS AND AUTHORIZE THE CITY ADMINISTRATOR TO SIGN; AND

APPROVE BUDGET ADJUSTMENT (5/7 VOTE REQUIRED) FROM SEWER FUND AND CONTINGENCY.

ATTACHMENTS

1. AGREEMENT NO. 3535 AND EXHIBIT A – WEBSOFT DEVELOPERS PROPOSAL

2. ORIGINAL REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL

for a

COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM

Issued: August 30, 2024

Due: September 26, 2024 at 3:00 PM PST

City of Oroville Public Works Department

1735 Montgomery St., Oroville, CA 95965

Alyssa Stutz, Assistant Director of Public Works / City Engineer: 530-538-2424

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ATTACHMENT A – Example Professional Services Agreement

1 Introduction

1.1 Purpose of the RFP

The City of Oroville is seeking proposals from qualified vendors to provide a comprehensive Computerized Maintenance Management System (CMMS). Our goal is to implement a CMMS that will enhance the efficiency and effectiveness of our maintenance operations by providing a tool for managing work orders, tracking asset performance, scheduling preventive maintenance, generating detailed reports, and assisting in data-driven decisions, all while integrating seamlessly with GIS.

1.2 Background and Context

The Public Works Department aims to enhance the quality of life for Oroville residents by providing essential services such as road maintenance, stormwater management, and facility upkeep. The City maintains five museums, several City buildings, over 100 miles of streets, fleet, an airport, a sewer system, and five parks.

The Public Works Department currently manages its maintenance operations using traditional methods, including paper-based records, email communications, and text messages. This approach has resulted in several challenges:

- Inefficiencies in Workflow: Manual processes and disparate communication methods lead to delays and inefficiencies in tracking and managing maintenance tasks.
- Limited Visibility and Reporting: The reliance on paper records and informal communication channels hampers our ability to generate comprehensive reports, monitor asset performance, and track maintenance history effectively.
- Increased Risk of Errors: The potential for data entry errors and loss of critical information is heightened with manual record-keeping and communication.
- Challenges in Preventive Maintenance: The current system does not support systematic scheduling and tracking of preventive maintenance tasks, which impacts our ability to proactively manage equipment and infrastructure.
- Difficulty in Resource Allocation: Without a centralized system, allocating resources effectively and optimizing maintenance schedules are challenging.

Additionally, many of our facilities, such as streetlights, sewer systems, and storm drains, are represented in a Geographic Information System (GIS) layer. However, this GIS data is currently outdated and does not fully support our maintenance management needs. The lack of accurate and up-to-date GIS data further complicates the coordination and execution of maintenance activities.

1.3 Objectives of the RFP

The primary objectives of this RFP are to identify and select a qualified vendor to provide a CMMS that will:

- Streamline Maintenance Operations: Implement a centralized, digital system to replace current manual processes involving paper records, emails, and text messages. The CMMS should automate work order management, track maintenance activities, and facilitate efficient communication among staff.
- Enhance Asset Management: Integrate with the existing GIS data to provide up-to-date information on city infrastructure such as streets, stormwater systems, and public facilities. The

CMMS should enable effective tracking, maintenance scheduling, and performance monitoring of all assets.

- Improve Preventive and Predictive Maintenance: Enable systematic scheduling and tracking of preventive maintenance tasks to reduce equipment failures and emergency repairs. The system should support predictive maintenance through data analysis and forecasting.
- Facilitate Data-Driven Decision Making: Provide comprehensive reporting and analytics capabilities to support informed decision-making regarding asset management, resource allocation, and budget planning. The system should generate detailed reports and metrics on maintenance activities, asset conditions, and operational performance.
- Ensure Compliance and Accountability: Maintain accurate records for regulatory compliance and transparency. The CMMS should facilitate the tracking of maintenance history, compliance with standards, and accountability in reporting.
- Integrate with Existing Systems: Ensure seamless integration with current technologies and data sources, especially GIS, to enhance the functionality and utility of the CMMS. Workers in the field need to be able to provide edits to the existing shapefiles and add new assets when applicable, in real time. The CMMS must support the visualization and management of linear features, such as street segments, sewer lines, and stormwater drains, in addition to point-based asset locations. This functionality is crucial for accurately representing assets that extend horizontally across the city.
- Support Future Growth and Scalability: Provide a scalable solution that can adapt to future needs and technological advancements. The CMMS should be flexible enough to accommodate potential expansions in infrastructure and changes in operational requirements.
- Enhance User Experience: Offer a user-friendly interface that is accessible to all levels of staff, with adequate training and support provided. The system should be intuitive and facilitate easy adoption by the department's personnel. Ideally, the software would have a mobile application for workers to easily monitor their daily activities and see when new work is assigned with automated notifications.

1.4 Scope of Work

The selected vendor will be responsible for delivering a comprehensive CMMS solution that meets the following requirements:

1.4.1 System Requirements and Features

- Centralized System Implementation: Provide a CMMS that centralizes work order management, asset tracking, and maintenance scheduling, replacing current manual processes involving paper records, emails, and texts.
- GIS Integration: Integrate with existing GIS to display and manage both point-based and linear features. This includes visualizing assets such as street segments, sewer lines, and stormwater drains, and ensuring accurate representation of these horizontal infrastructure components. Staff in the field must be able to add/edit assets seamlessly and in real-time.
- Preventive and Predictive Maintenance: Implement functionalities for scheduling, tracking, and managing preventive maintenance tasks. Support predictive maintenance capabilities through data analysis and forecasting tools to proactively manage and reduce asset failures.
- Reporting and Analytics: Provide comprehensive reporting and analytics tools to generate detailed reports on maintenance activities, asset conditions, and operational performance.

Ensure the system supports data-driven decision-making for asset management and budget planning.

- Compliance and Record Keeping: Facilitate accurate record-keeping for regulatory compliance, maintenance history, and transparency.
- User Interface and Experience: Develop a user-friendly interface (preferably a mobile application) that is accessible to all levels of staff. Ensure the system is intuitive and provides adequate training and support to facilitate smooth adoption and use by Public Works personnel.

1.4.2 Implementation and Integration

- System Installation and Configuration: Install and configure the CMMS to meet the specific needs of the Public Works Department. Ensure that the system is customized to integrate with existing technologies and databases, including GIS. The CMMS must be able to interface with GIS data to display and manage both point-based and linear asset features effectively.
- Data Migration: Facilitate the migration of existing data from manual records, spreadsheets, and other sources into the new CMMS. Ensure data integrity and accuracy during the transition.
- Training and Support: Provide comprehensive training for department staff on the use of the CMMS. Offer ongoing technical support and user assistance to address any issues that arise during and after the implementation phase.

1.4.3 Project Management and Deliverables

- Project Timeline: Develop and adhere to a detailed project timeline that includes key milestones, deliverable deadlines, and completion dates. Provide regular updates on project progress.
- Documentation: Deliver complete documentation of the CMMS, including user manuals, system specifications, and configuration details. Ensure documentation is clear and accessible for future reference.
- Testing and Quality Assurance: Conduct thorough testing of the CMMS to ensure all functionalities work as intended. Implement quality assurance processes to identify and resolve any issues prior to full deployment.
- Post-Implementation Support: Provide post-implementation support to address any issues, updates, or enhancements needed after the system goes live. Ensure that support includes troubleshooting, system updates, and maintenance services.

1.4.4 Evaluation and Acceptance

- Performance Evaluation: Evaluate the performance of the CMMS against the requirements outlined in the RFP. Ensure that the system meets all specified criteria and performs effectively in the Public Works Department's operational environment.
- Acceptance Testing: Conduct acceptance testing with department staff to validate that the CMMS meets all functional requirements and user expectations. Address any feedback and make necessary adjustments before final acceptance.

1.5 Key Dates and Timeline

RFP Issuance Date: August 30, 2024
Deadline for Questions: 1 Week Prior to Proposal Submission Deadline
Proposal Submission Deadline: September 26, 2024 at 3:00 PM PST

Evaluation Period: September 27 – October 11, 2024
Vendor Selection: October 14, 2024

1.6 RFP Contact Information

The primary management contact with the City is Alyssa Stutz, Assistant Director of Public Works / City Engineer, 530-538-2424, astutz@cityoforoville.org.

Questions about this RFP shall be submitted through the Public Purchase website. All questions must be submitted 7 days prior to the submission deadline. The City will do its best to respond to questions via public Purchase within three business days.

2 General Instructions

2.1 Proposal Submission Requirements

2.1.1 Submission Method

Proposals must be submitted electronically via the Public Purchase website, by email to astutz@cityoforoville.org, or in hard copy by mail to:

City of Oroville
Attn: Alyssa Stutz, Assistant Director of Public Works
1735 Montgomery St.
Oroville, CA 95965

2.1.2 Submission Deadline

All proposals must be received by 3:00 PM PST on September 26, 2024. Postmarks will not be accepted, and late proposals will not be considered.

2.1.3 Submission Format

Electronic submissions should be in PDF format. Hard copy submissions must include three bound copies and one unbound for scanning purposes.

2.2 Proposal Format and Content

2.2.1 Required Sections

- Cover Letter
  - Introduce your firm and summarize your proposal. Include the name, phone number, and address of your contact person.
- Executive Summary
  - Purpose: Provide a brief overview of the proposal, highlighting how your CMMS solution meets the City of Oroville Public Works Department's needs.
  - Key Points: Summarize the main features of the proposed system, benefits, and your understanding of the project requirements.
- Company Overview
  - Company Information: Include the company's name, address, and contact details.
  - Experience and Qualifications: Describe your experience and qualifications with CMMS implementations, including the number of years in business and relevant expertise.

- Client References: Provide at least three references from previous clients with similar projects, including contact information and a brief description of the projects.

- Technical Proposal
  - System Description: Detail the CMMS solution being proposed, including technical specifications, system architecture, and key functionalities.
  - GIS Integration: Describe how the CMMS integrates with GIS, including the ability to manage and display both point-based and linear features.
  - Features and Capabilities: Outline the main features of the CMMS, such as work order management, preventive maintenance scheduling, reporting, and analytics.
  - Customization and Scalability: Explain how the system can be customized to meet specific needs and how it can scale to accommodate future growth.
  - User Interface: Describe how your software is user-friendly and include any mobile capabilities or applications it has.
- Project Approach and Methodology
  - Implementation Plan: Provide a detailed plan for the implementation of the CMMS, including project phases, key milestones, and estimated timelines.
  - Data Migration: Describe the approach to migrating existing data into the new system, including any tools or processes used to ensure data integrity.
  - Training and Support: Outline the training plan for department staff, including training materials and sessions. Detail the ongoing support and maintenance services provided.
  - Risk Management: Identify potential risks and your strategies for mitigating them.
  - Quality Control and Assurance: Describe your quality control processes and how you ensure the delivery of a high-quality product.
- Cost Proposal
  - Pricing Structure: Present a detailed breakdown of costs, including software licensing, implementation services, training, support, and any additional fees. Include a summary of costs by project phase.
  - Payment Terms: Specify payment terms and conditions, including any milestones or schedules for payments.
  - Cost Assumptions and Exclusions: Outline any assumptions or exclusions related to the cost proposal.
- Compliance and Security
  - Compliance: Describe how the proposed CMMS meets any relevant regulatory or industry standards.
  - Data Security: Outline the security measures in place to protect data, including user access controls, data encryption, and backup procedures.
- Value-Added Services
  - Additional Features: Highlight any additional features or services that are included in the proposal but not specifically requested in the RFP.
  - Innovations: Describe any innovative aspects of the CMMS that differentiate it from other solutions on the market.
- Appendices
  - Supporting Documentation: Include any additional documentation that supports the proposal, such as technical brochures, resumes, case studies, or system screenshots.

2.2.2 Page Limits

- Cover Letter: 1 page
- Executive Summary: 2 pages
- Company Overview: 3 pages
- Technical Proposal: 10 pages
- Project Approach and Methodology: 10 pages
- Cost Proposal: 5 pages
- Compliance and Security: 3 pages
- Value-Added Services: 2 pages
- Appendices: This section is supplementary and does not count towards the main page limits

2.2.3 Supporting Documents

- Resumes of key personnel
- References and case studies
- Any additional relevant documents

2.3 Pre-Proposal Conference

There will be no pre-proposal conference for this RFP.

2.4 Questions and Clarifications

2.4.1 Process for Inquiries

Questions about this RFP shall be submitted through the Public Purchase website. All questions must be submitted 7 days prior to the submission deadline. The City will do its best to respond to questions via public Purchase within three business days.

2.4.2 Deadline for Questions

All questions must be submitted by September 19, 2024.

2.4.3 Issuance of Addenda

Responses to questions and any amendments to the RFP will be issued as addenda and posted on the Public Purchase website.

3 Evaluation Criteria

3.1 Evaluation Process

Proposals will be evaluated based on the criteria outlined below. The evaluation committee may request interviews or presentations. 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.

3.2 Evaluation Criteria and Weighting

3.2.1 Technical Merit (40%)

- Alignment with project needs
- Technical features and capabilities

3.2.2 Experience and Qualifications (25%)

- Relevant experience and past performance
- Qualifications of key personnel

3.2.3 Proposed Approach and Methodology (20%)

- Effectiveness of proposed solution
- Project management and implementation plan

3.2.4 Cost Proposal (15%)

- Cost effectiveness and value for money

3.3 Review and Selection Process

Proposals will be reviewed by a selection committee. Shortlisted vendors may be invited for interviews or demonstrations. City staff will provide a recommendation to City Council and the City Council will select a firm based upon their evaluation of the proposals and staff recommendation.

3.4 Interviews and Presentations (if applicable)

Shortlisted vendors may be asked to provide a presentation of their proposal.

3.5 Debriefing Process (if applicable)

Unsuccessful bidders may request a debriefing to discuss their proposal.

4 Legal and Contractual Information

Submission of a proposal indicates acceptance by the vendor of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the vendor selected.

4.1 Compliance with California Laws

The selected vendor must comply with all applicable California laws and regulations.

4.2 Contract Terms and Conditions

A sample contract is provided in the attachments. The final contract will include terms and conditions agreed upon during negotiations.

4.3 Equal Opportunity and Non-Discrimination

The City of Oroville is an equal opportunity employer and requires all vendors to adhere to non-discrimination policies.

4.4 Conflict of Interest

Vendors must disclose any potential conflicts of interest.

4.5 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
- 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
- Add additional related work to the RFP
- Delete items from the RFP

4.6 Required Upon Successful Award of Bid:

- Professional Services Agreement
- City of Oroville Business License
- Vendor W-9

Attachment A
Example Agreement for Professional Services

CITY OF OROVILLE
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this __th day of _____, 2024, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the "CITY") and XYZ Company, 1500 Main Street, DISTRICT, CA 90000 (hereinafter referred to as the "CONTRACTOR").

RECITALS

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

B. The CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;

C. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

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

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

2. TERM OF AGREEMENT.
The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20___unless extended in writing in advance by both parties.

3. TIME OF PERFORMANCE.
The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

4. PAYMENT FOR SERVICES.
The CONTRACTOR shall be compensated in an amount not to exceed $_____for services provided pursuant to this Agreement as described in "Exhibit B." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the DISTRICT for services performed to the DISTRICT's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the DISTRICT.

5. CONTRACT ADMINISTRATION.

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

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

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

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

6. TERMINATION.

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

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

7. INDEMNIFICATION.

Contractor shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend CITY with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY.

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

- CITY means the CITY Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees and authorized agents and volunteers of the CITY.

- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.

- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.

- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

8. INSURANCE REQUIREMENTS.

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

8.1.1. Workers' Compensation Coverage. The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subcontractor's employees. Any notice of cancellation or nonrenewal of all Workers' Compensation policies must

be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for CITY. This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement.

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

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

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

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

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

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

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

8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

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

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

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

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

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

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

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

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

10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.
The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

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

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

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

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

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

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

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

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

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

16. NOTICE.
All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement.

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

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

CONTRACTOR:
Organization Name
Street Address,
State ZIP
Attention: _____

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 2024.

CONTRACTOR:

_____
{Name, Title}

CITY OF OROVILLE:

_____
Brian Ring, City Administrator

APPROVED AS TO FORM:

_____
Scott Huber, City Attorney

CITY OF OROVILLE AGREEMENT 3535
FOR PROFESSIONAL SERVICES

This Agreement is made on this ___th day of _____, 2025, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the "CITY") and Websoft Developers, 2020 Research Park Drive, Suite 140, Davis, California, 95618 (hereinafter referred to as the "CONTRACTOR").

RECITALS

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

B. The CITY conducted an RFP issued in August 2024, and selected CONTRACTOR as the preferred service provider;

C. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

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

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

2. TERM OF AGREEMENT.
This contract shall commence upon execution by both parties and continue for a term of three (3) years unless extended in writing in advance by both parties.

3. TIME OF PERFORMANCE.
The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

4. PAYMENT FOR SERVICES.
The CONTRACTOR shall be compensated in an amount not to exceed $94,654.00 for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction.

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

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

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

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

6. TERMINATION.
6.1. Termination for Convenience. Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party ninety (90) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

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

7. INDEMNIFICATION.
Contractor shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend CITY with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel

unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY.

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

• CITY means the CITY Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees and authorized agents and volunteers of the CITY.

• Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.

• The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.

• The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

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

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

8.1.2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000)

per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

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

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

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

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

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

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

8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and

coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

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

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

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

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

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

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

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

9. ASSIGNMENT AND SUBCONTRACTING.

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

10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.
The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

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

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

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

11. CONFLICT OF INTEREST.
The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest

or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

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

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

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

15. INDEPENDENT CONTRACTOR.
The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR’s employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent unless that authority is expressly authorized in writing by CITY. By executing this Agreement, CONTRACTOR confirms and asserts that A) they shall be responsible to direct their own work and are free from CITY control in the precise manner and details of how the work is carried out; B) that the work performed by CONTRACTOR is understood to be outside the scope of the usual course of business carried out by the CITY; and

C) that CONTRACTOR is customarily engaged in an independently established trade, occupation, or business of the same nature of that performed for the CITY.

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

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

CITY:
City of Oroville,
1735 Montgomery Street,
Oroville, California, 95965
Attention: Director of Public Works

CONTRACTOR:
Websoft Developers
2020 Research Park Drive, Suite 140
Davis, CA 95618
Attention: Manoj Desai

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 2025.

CONTRACTOR:

_____
Manoj Desai, President

CITY OF OROVILLE:

_____
Brian Ring, City Administrator

APPROVED AS TO FORM:

_____
Scott Huber, City Attorney

City of Oroville

Proposal

Computerized Maintenance Management System RFP

September 26, 2024

PROPOSAL

websoft developers

websoft developers
2020 Research Park Drive,
Suite 140 Davis, CA 95618
Tel: 530.759.8754 | Fax: 530.759.0923

September 26, 2024

City of Oroville
Attn: Alyssa Stutz, Assistant Director of Public Works
1735 Montgomery St.
Oroville, CA 95965

Computerized Maintenance Management System RFP

Websoft Developers, Inc. (Websoft) is pleased to submit this proposal to the City of Oroville (City). Websoft has been in business for over 256 years and is not owned by any other entity. This year is the 10th anniversary of our MobileMMS Asset Management platform where nearly 200 customers use it to manage their asset for everything from water distribution, wastewater collection, facilities management, plant inspections, regulatory compliance, and as-built management.

Our Corporate Office is located at 2020 Research Park Drive, Suite 140, Davis, CA 95618. We are only 1.5 hours from the City and can provide the most cost effective and efficient service to you. All of our staff work out of this office and will perform all tasks for this project from that location.

The contact person for this proposal is:

Manoj Desai
2020 Research Park Drive, Suite 140
Davis, CA 95618
P: 530-759-8754 x210
F: 530-759-0923
manoj.desai@websoftdev.com

We look forward to working with the City on this project.

Sincerely,



Manoj Desai, PE
President

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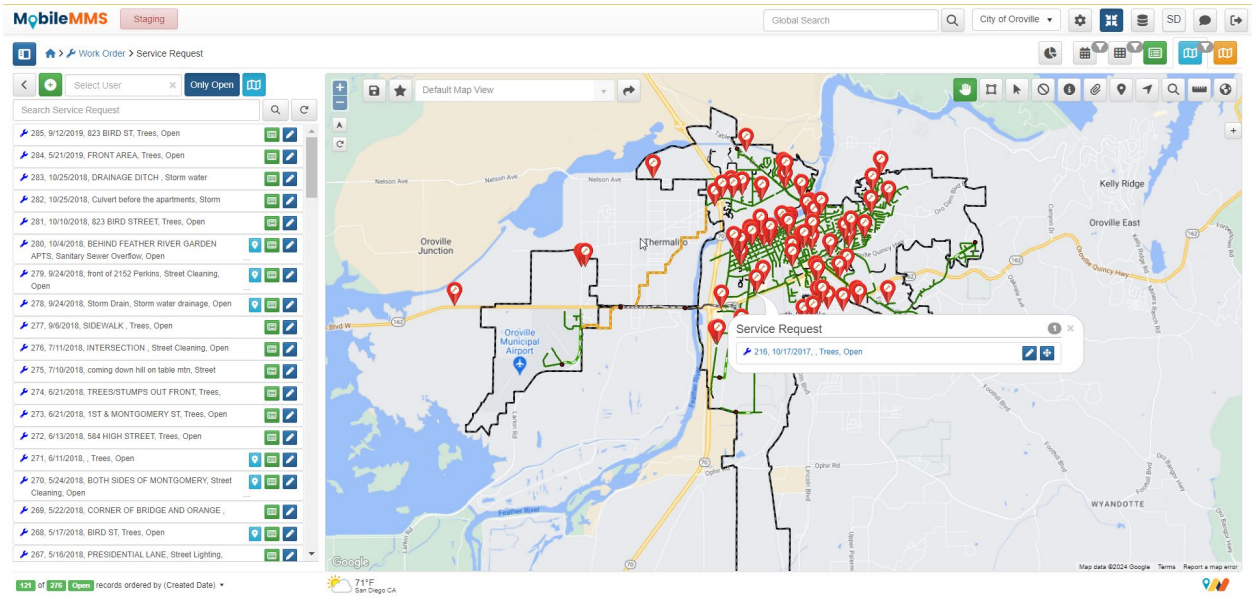
websoft developers
2020 Research Park Drive,
Suite 140 Davis, CA 95618
Tel: 530.759.8754 | Fax: 530.759.0923

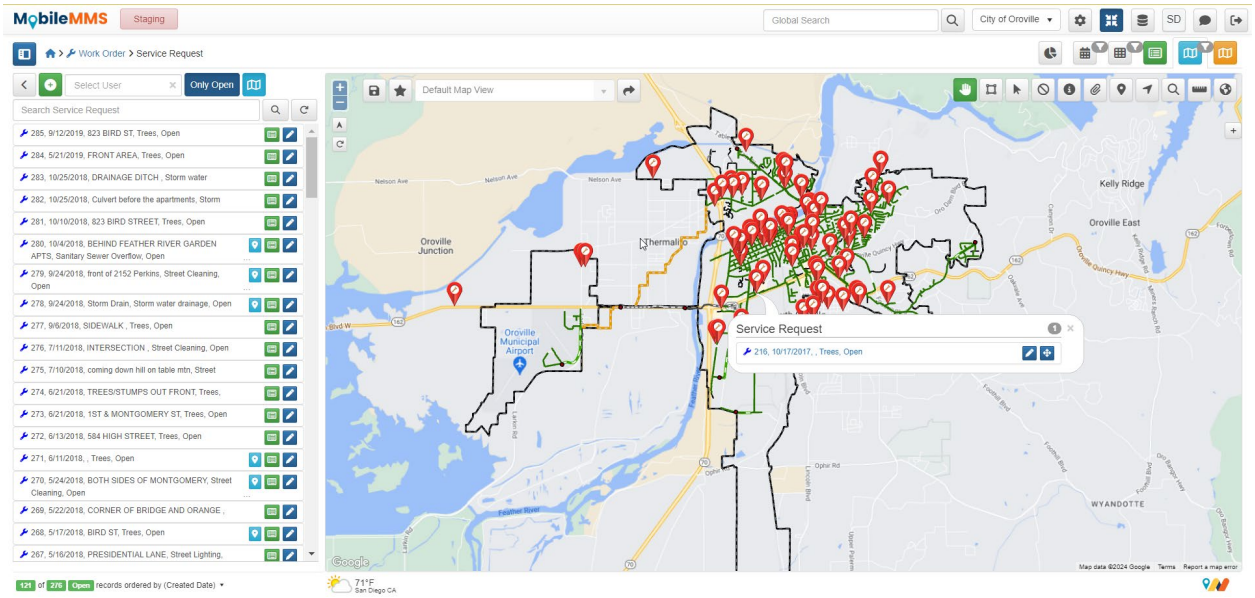
1. Executive Summary

We will exceed your expectations.

- Our MobileMMS platform provides a solution to all of the requirements of the RFP as well as those that you may not have included.
- Our MobileMMS platform has the easy configurability to change as your requirements change in the future.
- Our subscription model includes support for the duration of our agreement to help you implement new feature and train new employees.
- We have implemented asset management systems for many agencies including those in your local area. We know how to do this.
- Our MobileMMS platform can accommodate any asset management requirements in the future to provide a City-wide solution.
- We integrate directly with your GIS without the overhead of synchronization
- We are headquartered in Davis, California and we are able to provide the most efficient service and support due to our proximity to you.

Over the years, we have presented our solution to the City and even did a field trial with you a few years ago. We implemented Service Requests and Sewer Main work orders. Some of your field crew used our system. Although you weren't ready to pull the trigger then, we are excited for the opportunity to once again show you what we can do for you. Below we show an example of the sewer map along with some of the Service Requests and Sewer Main work orders from MobileMMS.





MobileMMS is a multi-tenant, hosted, software-as-a-service (SAAS) platform. Our subscription includes unlimited use for all City-related Public Works activities. There are no seat licenses. Because MobileMMS is a configurable platform, there is also no module pricing or upgrade fees. We will configure the system to meet all of the RFP requirements.

Our subscription includes Level 2 support. It assumes that Level 1 support will be delivered by an on-site administrator. We will offer Level 1 support for an annual fee if required. Our licensing also includes administrative support to help modify system functionality. Typically, our response to time for even minor issues is 4 hours or less.

We anticipate that this project will take no more than 6 months from beginning to end. Our three main advantages are our customer breadth, our hands-on customer support, and our configurable system. With our tight GIS integration, we are able to uniquely configure our system to reflect the nuanced approach that the City has for their assets. Not only can we configure your solution today, but with very little effort, we can modify the configuration to accommodate your ever-changing regulations and customer needs. We do this with a talented crew of implementers that will be on site every other week using our Agile Project Management (APM) approach to move the project along swiftly. We find that working on site provides the best method to hear what our customers need and to collaborate effectively. The additional benefit is that on-site meetings provide constant training for both field staff and administrators. We have never encountered limitations with this approach and we have never failed to deliver exactly what the customer needed.

2. Company Overview

2. 1. Company Background

In 1998, Websoft Developers, Inc. was established to build specialized turn-key solutions for a variety of customer types ranging from municipal agencies to large corporations. The founders of Websoft believed browser technology was the wave of the future. Websoft set out to build web-based software because we believed it was the best way to deliver robust applications that were easy to use, easy to deploy and easy to manage. Over the last 25+ years, we have applied those principles to all of the software we have built. Websoft is a privately owned company.

At Websoft's core is its engineering and design team. This group of highly skilled professionals provides Geographic Information System (GIS) and software/database development services to a wide variety of clients that range from government agencies to small businesses to large corporations. Websoft's success is based on its ability to work closely with clients to understand both business and consumer needs and design solutions tailored to meet them. Whether intranet design and creation, application development or GIS services, Websoft is able to identify key issues and provide creative, effective solutions. We strive to achieve a personal relationship with all clients, and take into account budget, resources, and schedule when completing each project.

In addition to our services, we also offer a SaaS product called MobileMMS. MobileMMS is a GIS-focused, configurable environment that enables us and you to tune your implementation for your specific needs. The self-configurability allows our application to change as needs change and grow as the world around us becomes more complex. We created MobileMMS to serve agencies with a full-featured, holistic application that allows them to manage their assets and track their work in the field. We have focused our development to remove the barriers to entry that many existing activity management systems have. We exist in the cloud and you can access MobileMMS from anywhere on virtually any connected platform with our web application or through our Android or IOS App.

2. 2. Experience and Qualifications

We have implemented asset, inspection, and compliance management for over 200 agencies. We know what needs to be done. We have fine-tuned our activity modules based on the best practices of these agencies. We can show you the best-in-class solutions and then fine-tune these modules. We will work with the City to implement a system that reflects your unique needs. We believe in working on site with you for the duration of our relationship to listen to your needs, to see how we can improve our implementation, and to grow your solution as your needs change. We have included some of our implementations within the reference section.

Some of their activities may not be directly applicable to the City, but they represent our ability to provide unique asset, inspection and compliance management solutions to a variety of our customers.

2. 3. Client References

2.3.1. City of West Sacramento

We implemented their entire City in just 6 months. We are currently managing the following for them:

Agency	City of West Sacramento
Contact	Tim Spinelli
Title	Equipment/Facilities Superintendent
email	timothys@cityofwestsacramento.org
Phone	(916) 617-4850
Users	100
Start Date	2021
Years	6
Population	60,000
Use	All city assets including sewer and water

- Distribution: Valve exercising, flushing, Springbrook service requests, work orders, inventory management
- Collections: SSO, line cleaning, manhole inspections, inventory management, work orders, lift station management
- Stormwater: Inlet cleaning, work orders, lift station management, inventory management
- Road Operations: Street sweeping, signs, graffiti, concrete, trees, signs, work orders, inventory management
- Fleet: Work orders, automated PMs based on hours, odometer, or elapsed time, asset management, cost allocation, Verizon NetworkFleet integration for automated odometer/hour updating
- Facilities: Location tracking, asset tracking, master schedule by asset class and asset, work orders, inventory management
- Capital Projects (Engineering): Street lights, intersections, signals, GIS integration
- Water treatment plant: Asset management, procedure identification, master schedule by asset and class, PMs, reactive work orders, asset costing, plant inspections, booster station management
- Police Department: Firearms and training management
- Springbrook Integration: Direct service request routing to City staff from their Utility Billing system.

2.3.2. Carmel Area Wastewater District (CAWD)

CAWD provides wastewater collections and treatment of 15,000 customers in Carmel-By-The-Sea and adjoining Del Monte Forest. We have included them as one of our references because they provide best-in-class sewer collection methodologies. Our standard implementation was augmented with their processes. We do the following for them:

- Sewer line cleaning and work order management
- CCTV management and integration with their CCTV truck and storage
- Lateral inspection and permitting
- Lift station inspections
- Lift station vertical asset representation, preventative maintenance, and work orders
- USA ticketing
- Connection permitting
- Tax roll processing
- Pretreatment/FOG management
- SSO tracking and SSMP compliance

Agency	Carmel Area Wastewater District
Contact	Daryl Lauer
Title	Collections Superintendent
email	lauer@cawd.org
Phone	831-257-0434
Users	25
Start Date	2024
Years	1
Population	15,000
Use	Compliance and sewer management

2.3.3. Calaveras County Water District

The Calaveras County Water District (CCWater) provides water and sewer service to 20,000 customers in an area roughly the size of Rhode Island. We have implemented many standard and unique features within MobileMMS to address their diverse water and wastewater systems including:

Agency	Calaveras County Water District
Contact	Damon Wyckoff
Title	Director of Operations
email	damonw@ccwd.org
Phone	209-754-3306
Users	75
Start Date	2019
Years	6
Population	40,000
Use	Water and sewer assets

- Synchronizing service requests with their utility billing system
- Individual water, sewer, and electrical **USA** service requests with positive response to **USA North**
- Work orders by crews that provide parts and labor costing
- Hydrant meter installation, reading, and removal workflows
- Sewer line cleaning and septic tank maintenance
- Water valve exercise, system flushing, PRV inspection, water leak tracking
- GIS updating and direct integration with ESRI Portal services
- Water and wastewater plant and lift station inspections
- Vertical asset work orders and preventative maintenance
- Safety inspections, confined space entry, and accident reporting

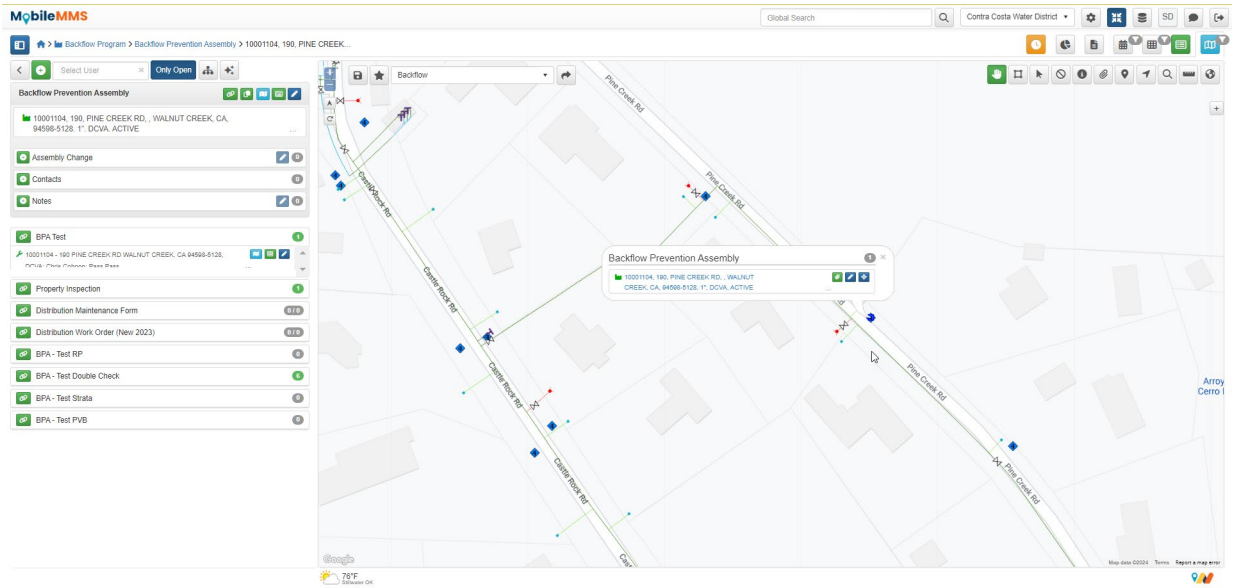
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2020 Research Park Drive,
Suite 140 Davis, CA 95618
Tel: 530.759.8754 | Fax: 530.759.0923

3. Technical Proposal

We propose to use our MobileMMS platform to perform the requirements in this RFP. We will use our best-in-class activity modules as the basis of our implementation and then configure our system based on the City's unique requirements. Our configurable platform also allows you to reconfigure the system to meet the needs of your ever-changing landscape. While going through the response to this RFP, we will illustrate the implementations that we have at Carmel Area Wastewater District, Calaveras County Water District, Pacifica, Turlock, Ceres, Lodi, Riverbank, Oakdale, and West Sacramento. Not every customer does activity management the same, but, in aggregate, we have implemented all of the City's requirements before. Also, we may not know all of the details, but we will work together for as long as it takes to have our system represent your process.

3.1. System Description

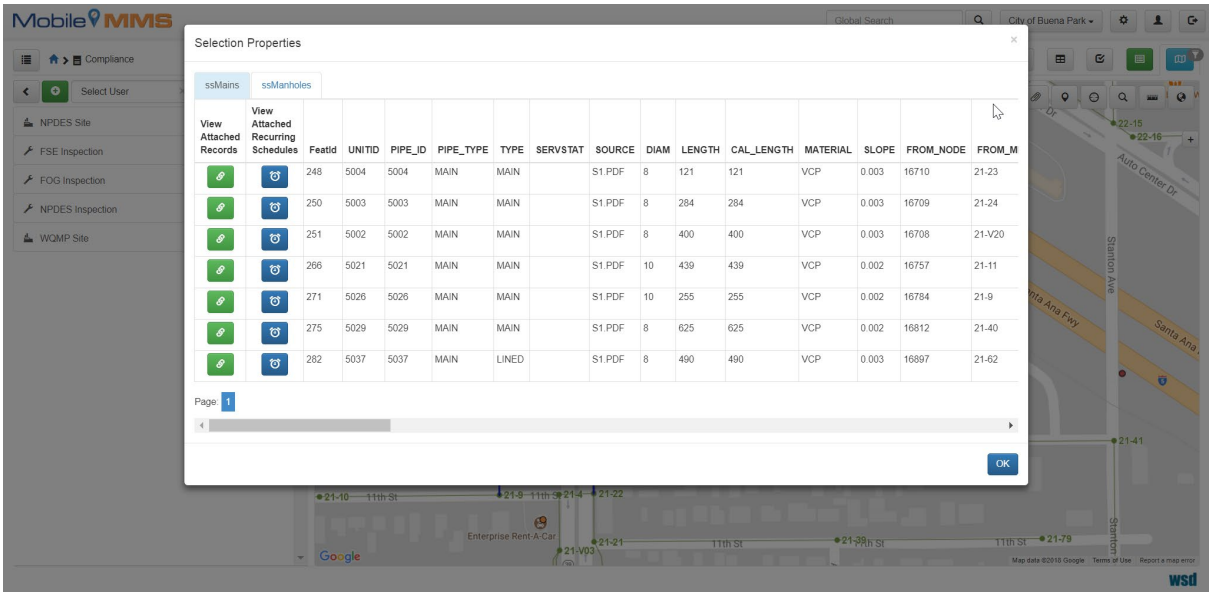
We do not offer a traditional activity management system with modules and seat licenses and complexity. We instead offer a mobile, map-based solution that users can take into the field and complete their work where they work. No more printing. No more putting stickers on sheets. No more losing paperwork. No more retyping information. We aren't going to force you to do things our way. MobileMMS allows you to configure your work -- the information that you capture, the way that it is routed, and how it looks – in your own way. Our system is composed of a Google base map with activities placed onto a GIS overlay. The map view of our application looks like the image below which show the City of Oroville from a demonstration that we presented a few years ago.



3. 2. GIS Integration

MobileMMS is a map-based mobile application that allows users to graphically view their location, the location of their assets, and the location of their activities including service requests, inspections, sampling, and other compliance activities. These locations are combined with a Google base map and other relevant layers so that users can have an overall picture of their environment. In the above screen capture we show backflow prevention assemblies with locations generated by the system.

While the base-map can come from any Google or Open Street Maps source, the overlay information comes directly from the agencies GIS data. We propose to connect directly to the City's GIS system. The GIS information can be queried and displayed as well as edited by authorized users. This allows field crews to manage their assets while in the field for real time data correction. We also have the ability to host the City's GIS data on our servers without additional cost.



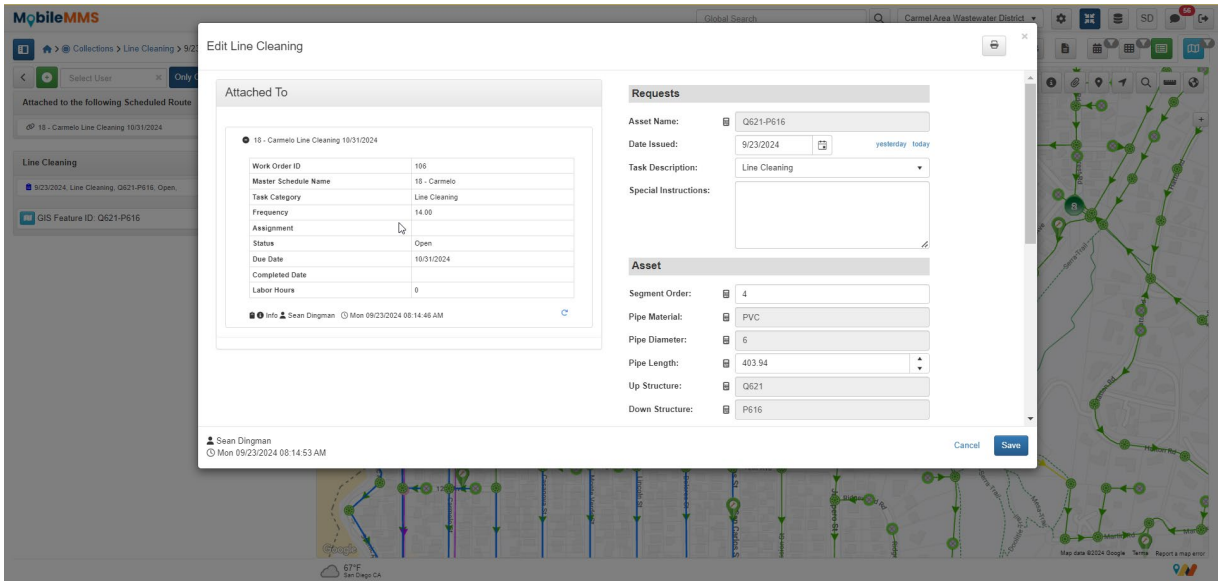
MobileMMS has the ability to precisely locate user location on our map interface. My doing this, users can precisely alter the position of system assets or locate the location of activities such as leaks directly on the map. The system also tracks the location of users while using the system. By optionally integrating with survey-grade devices like those available from Trimble or Bad-Elf, the user can achieve sub inch positional accuracy.

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3. 3. Features and Capabilities

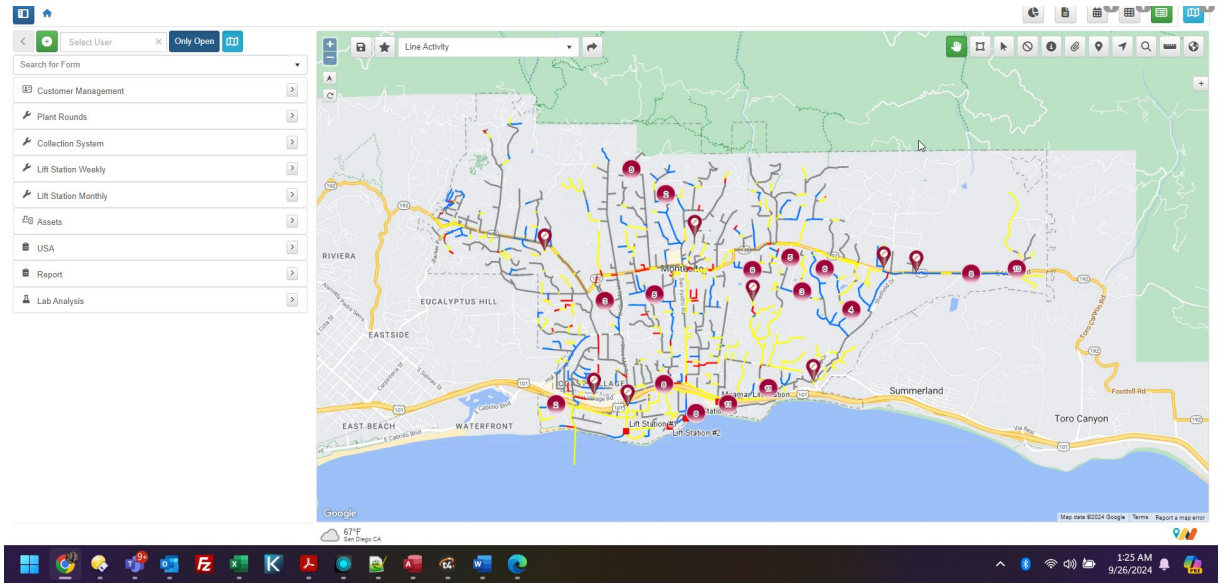
3.3.1. Tracking

MobileMMS allows users to instantly see their outstanding issues by activity type such as line cleaning, pothole repair, or pump PM maintenance. The system can also be configured to track non-asset-based workflows. These issues can be displayed by work order or inspection credentials such as location, type, or status. The built-in workflow management allows activities to remain open until they are closed through user defined workflows. The image below shows an example of a line cleaning work order at CAWD.



The map can be themed on any available asset or Activity information. Here we show Montecito Sanitary District where sewer lines are themed based on CCTV frequency.

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3.3.2. Scheduled Tasks

Scheduled tasks are implemented in a variety of ways in the system. Most of our customers use a Master Schedule that dictates the frequency, asset type or asset, last scheduled data, and next scheduled date, and crew for a variety of tasks. These tasks can be generated automatically by the system or scheduled by a planner or supervisor. Some customer's master schedules are simple while others are very nuanced. We will configure MobileMMS to support your method of scheduling work.

3.3.3. Cost Analysis

MobileMMS has a built-in module for labor tracking with the optional capability of time-card management. Most of our customers use material tracking to manage their costs for common activities such as service calls, work orders, and vertical asset maintenance. Some of our customers also perform inventory management along with material tracking. MobileMMS also has the ability to track fleet usage.

3.3.4. Import

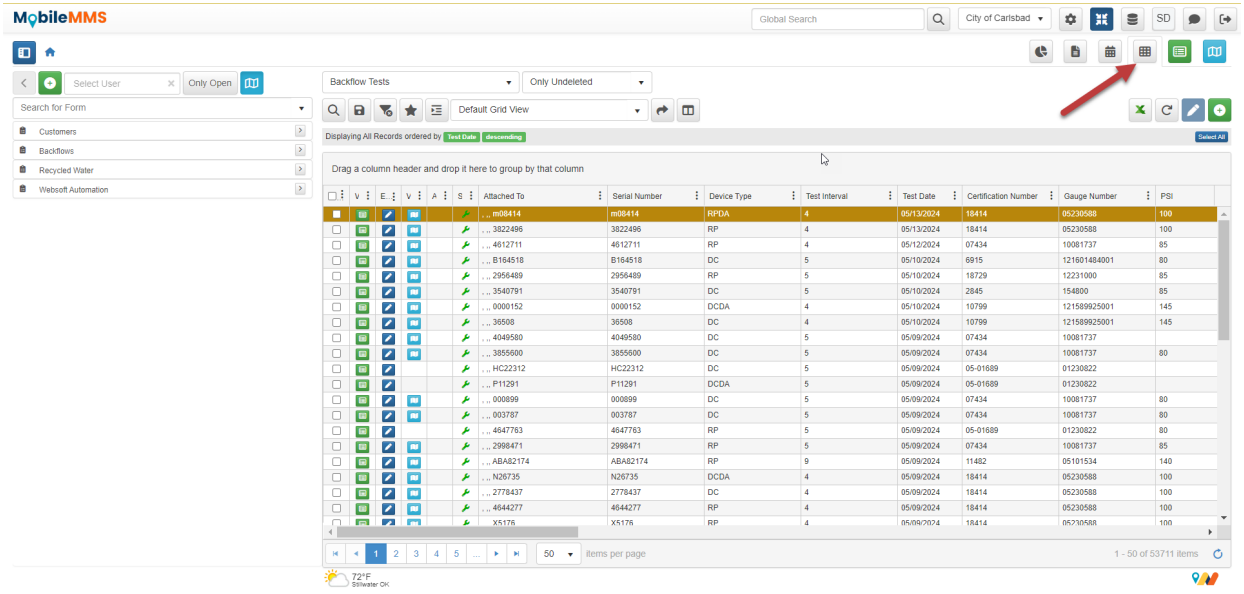
MobileMMS was designed to allow customers to easily migrate from their existing desktop-based systems to bring their information out to the field. With a robust Application Programming Interface (API), existing customer data such as that contained in legacy maintenance management systems or spreadsheets can be easily imported. The City of Ceres, for example, imports their water quality results directly into our system.

3.3.5. Reporting

With the robust reporting feature, the MobileMMS allows users to customize their own reports or print out Activities anywhere with any platform. The forms can be emailed to customers or printed at the scene for immediate closure. Reports can be customized for specific requirements and summary grids can be displayed or exported to Microsoft Excel for further analysis or importing into other applications.

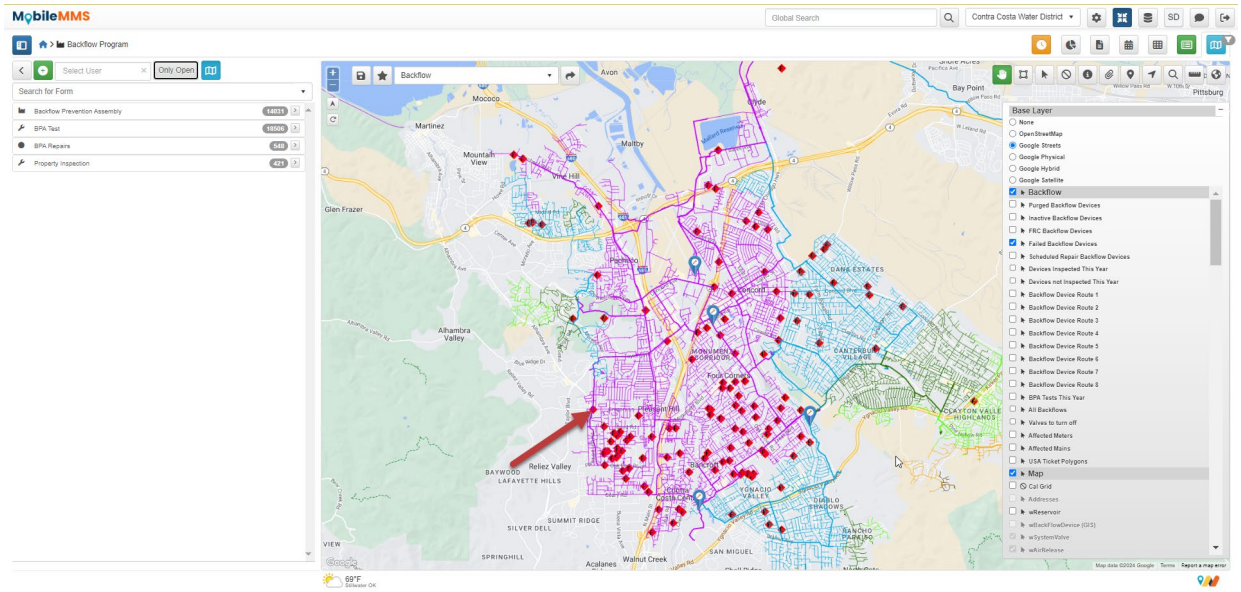
3.3.5.1. Grid Tab Interface

Users can view information from MobileMMS based on their needs. The map tab shows a GIS-centric view of the selected activities. The grid tab shows an Excel-like view of all the backflow tests at Carlsbad.



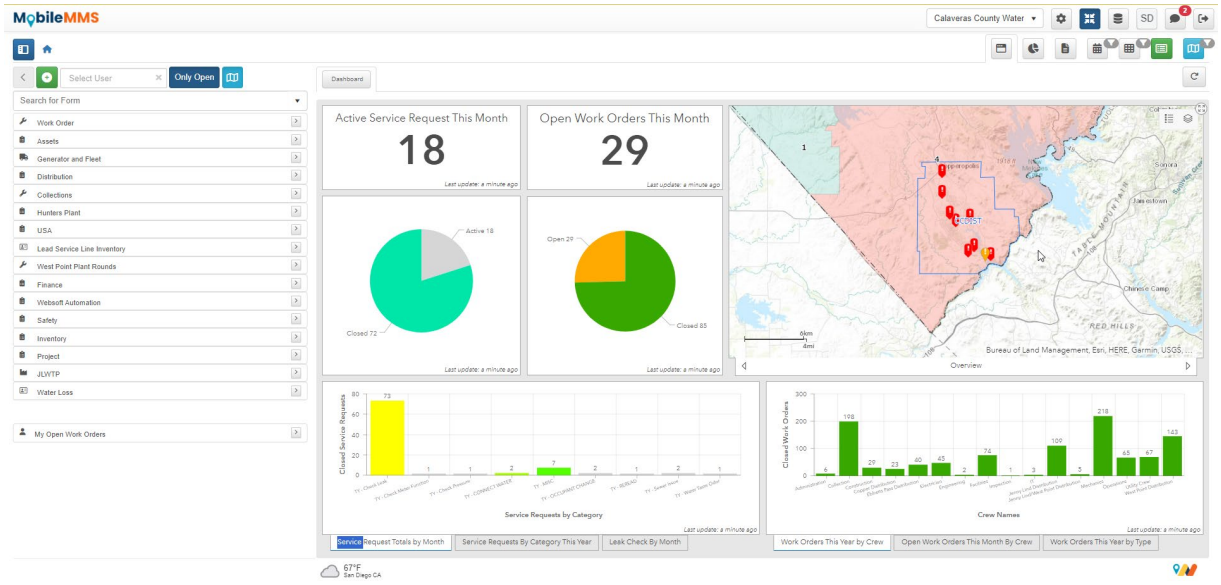
This view can be queried to produce a report on any selected field including associated GIS information. The report can be exported to Excel or to a PDF document directly. The user can save these queries to their report library. Queried locations can be shown on the map. This capability can be demonstrated for any GIS or Activity attribute. The image below shows all of the failed devices at CCWater.

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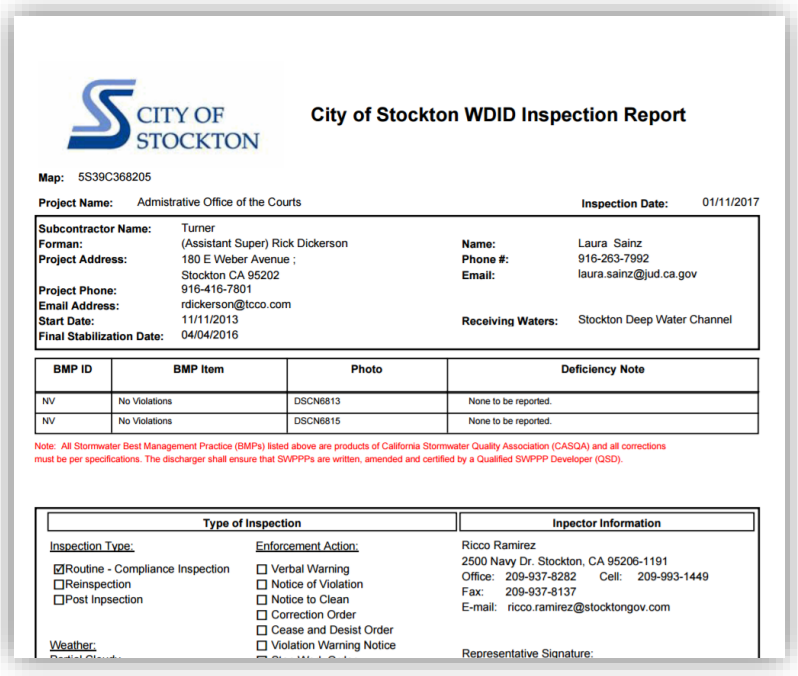
3.3.5.2. Dashboard

Each user can configure the dashboard to reflect their individual needs. The dashboard has the ability for the user to select the Activities that they want to see (e.g., Backflow Tests and Failed Devices). Each activity can be viewed based on time (weekly, monthly) and by field (e.g., open and closed). These activities can be viewed in various graphical formats. Below we show an example from Calaveras County Water District.



3.3.5.3. Custom reports

Users can create custom Crystal Reports. The related fields (XSD file) can be downloaded from the Activity configuration menu. The example below shows the Construction Site Inspection customer form for the City of Stockton's Stormwater Pollution Prevention Plan (SWPPP) program. This is accessed from the Form Tab.



CITY OF STOCKTON

City of Stockton WDID Inspection Report

Map: 5S39C368205

Project Name: Admistrative Office of the Courts **Inspection Date:** 01/11/2017

Subcontractor Name:	Turner		
Forman:	(Assistant Super) Rick Dickerson	**Name:**	Laura Sainz
Project Address:	180 E Weber Avenue ; Stockton CA 95202	**Phone #:**	916-263-7992
		Email:	laura.sainz@jud.ca.gov
Project Phone:	916-416-7801		
Email Address:	rdickerson@tcco.com		
Start Date:	11/11/2013	**Receiving Waters:**	Stockton Deep Water Channel
Final Stabilization Date:	04/04/2016		

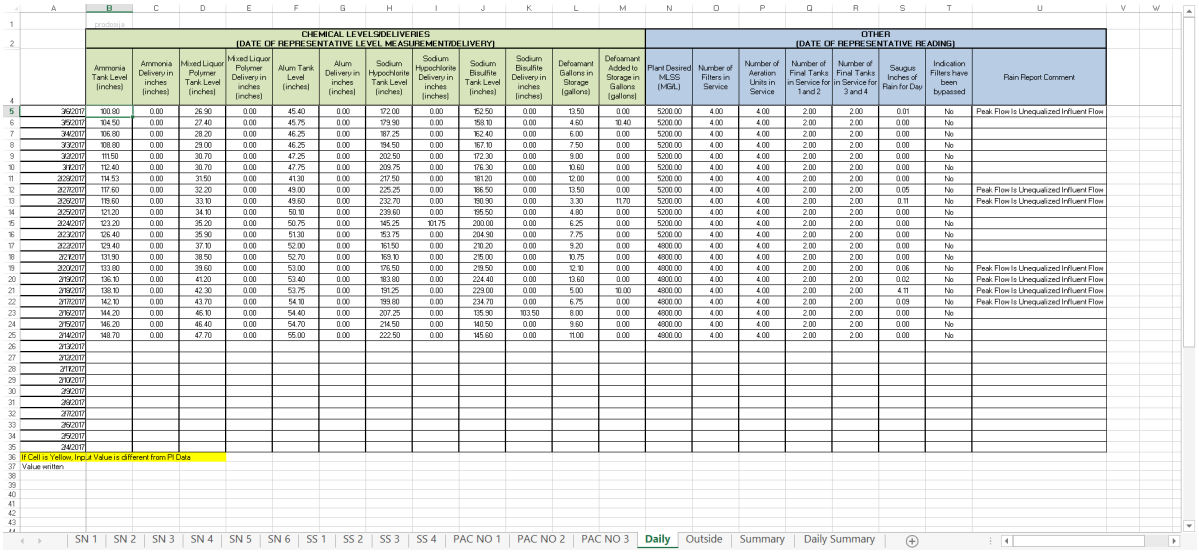
BMP ID	BMP Item	Photo	Deficiency Note
NV	No Violations	DSCN6813	None to be reported.
NV	No Violations	DSCN6815	None to be reported.

Note: All Stormwater Best Management Practice (BMPs) listed above are products of California Stormwater Quality Association (CASQA) and all corrections must be per specifications. The discharger shall ensure that SWPPPs are written, amended and certified by a Qualified SWPPP Developer (QSD).

Type of Inspection		Inpector Information
Inspection Type:	Enforcement Action:	Ricco Ramirez 2500 Navy Dr. Stockton, CA 95206-1191 Office: 209-937-8282 Cell: 209-993-1449 Fax: 209-937-8137 E-mail: ricco.ramirez@stocktongov.com
☑Routine - Compliance Inspection	☐ Verbal Warning	
☐Reinspection	☐ Notice of Violation	
☐Post Inpsection	☐ Notice to Clean	
	☐ Correction Order	
	☐ Cease and Desist Order	
Weather:	☐ Violation Warning Notice	Representative Signature:

3.3.5.4. Custom Script

Some of our customers require our system to export a more complicated set of information such as a water production spreadsheet, a weekly plant round summary, or a SHP file of all pipes cleaned within the last year. For this, we use a script caller that calls a customer or Websoft-created script. Los Angeles County Sanitation Districts, for example, produces a weekly report of the plant rounds that they performed. This is launched on demand from the customer interface and generated with Safe Software's Feature Manipulation Engine and Python scripts.



	CHEMICAL LEVELS/DELIVERIES (DATE OF REPRESENTATIVE LEVEL MEASUREMENT/DELIVERY)													OTHER (DATE OF REPRESENTATIVE READING)							
	Ammonia Tank Level (inches)	Ammonia Delivery in inches (inches)	Mixed Liquor Polymer Tank Level (inches)	Mixed Liquor Polymer Delivery in inches (inches)	Alum Tank Level (inches)	Alum Delivery in inches (inches)	Sodium Hypochlorite Tank Level (inches)	Sodium Hypochlorite Delivery in inches (inches)	Sodium Bisulfite Tank Level (inches)	Sodium Bisulfite Delivery in inches (inches)	Defoamant Gallons in Storage (gallons)	Defoamant Added to Storage in Gallons (gallons)	Plant Desired MLSS (MG/L)	Number of Filters in Service	Number of Aeration Units in Service	Number of Final Tanks in Service for 1 and 2	Number of Final Tanks in Service for 3 and 4	Saugus Inches of Rain for Day	Indication Filters have been bypassed	Rain Report Comment
3/6/2017	108.80	0.00	26.90	0.00	45.40	0.00	172.00	0.00	152.50	0.00	13.50	0.00	5200.00	4.00	4.00	2.00	2.00	0.01	No	Peak Flow Is Unequalized Influent Flow
3/5/2017	104.50	0.00	27.40	0.00	45.75	0.00	173.90	0.00	159.10	0.00	4.80	10.40	5200.00	4.00	4.00	2.00	2.00	0.00	No	
3/4/2017	106.80	0.00	28.20	0.00	46.25	0.00	187.25	0.00	162.40	0.00	6.00	0.00	5200.00	4.00	4.00	2.00	2.00	0.00	No	
3/3/2017	108.80	0.00	29.00	0.00	46.25	0.00	194.50	0.00	167.10	0.00	7.50	0.00	5200.00	4.00	4.00	2.00	2.00	0.00	No	
3/2/2017	111.50	0.00	30.70	0.00	47.25	0.00	202.50	0.00	172.30	0.00	9.00	0.00	5200.00	4.00	4.00	2.00	2.00	0.00	No	
3/1/2017	112.40	0.00	30.70	0.00	47.75	0.00	209.75	0.00	176.30	0.00	10.60	0.00	5200.00	4.00	4.00	2.00	2.00	0.00	No	
2/28/2017	114.53	0.00	31.50	0.00	41.38	0.00	217.50	0.00	181.20	0.00	12.00	0.00	5200.00	4.00	4.00	2.00	2.00	0.00	No	
2/27/2017	117.60	0.00	32.20	0.00	48.00	0.00	225.25	0.00	186.50	0.00	13.50	0.00	5200.00	4.00	4.00	2.00	2.00	0.05	No	Peak Flow Is Unequalized Influent Flow
2/26/2017	119.60	0.00	33.10	0.00	48.60	0.00	232.70	0.00	190.90	0.00	3.30	11.70	5200.00	4.00	4.00	2.00	2.00	0.11	No	Peak Flow Is Unequalized Influent Flow
2/25/2017	121.20	0.00	34.10	0.00	50.10	0.00	239.60	0.00	195.50	0.00	4.80	0.00	5200.00	4.00	4.00	2.00	2.00	0.00	No	
2/24/2017	123.20	0.00	35.20	0.00	50.75	0.00	145.25	101.75	200.00	0.00	6.25	0.00	5200.00	4.00	4.00	2.00	2.00	0.00	No	
2/23/2017	126.40	0.00	35.90	0.00	51.38	0.00	153.75	0.00	204.90	0.00	7.75	0.00	5200.00	4.00	4.00	2.00	2.00	0.00	No	
2/22/2017	129.40	0.00	37.10	0.00	52.00	0.00	161.50	0.00	210.20	0.00	9.20	0.00	4800.00	4.00	4.00	2.00	2.00	0.00	No	
2/21/2017	131.90	0.00	38.50	0.00	52.70	0.00	169.10	0.00	215.00	0.00	10.75	0.00	4800.00	4.00	4.00	2.00	2.00	0.00	No	
2/20/2017	133.80	0.00	39.60	0.00	53.00	0.00	176.50	0.00	219.50	0.00	12.10	0.00	4800.00	4.00	4.00	2.00	2.00	0.06	No	Peak Flow Is Unequalized Influent Flow
2/19/2017	136.10	0.00	41.20	0.00	53.40	0.00	183.80	0.00	224.40	0.00	13.60	0.00	4800.00	4.00	4.00	2.00	2.00	0.02	No	Peak Flow Is Unequalized Influent Flow
2/18/2017	138.10	0.00	42.30	0.00	53.75	0.00	191.25	0.00	229.00	0.00	5.00	10.00	4800.00	4.00	4.00	2.00	2.00	4.11	No	Peak Flow Is Unequalized Influent Flow
2/17/2017	142.10	0.00	43.70	0.00	54.10	0.00	199.80	0.00	234.70	0.00	6.75	0.00	4800.00	4.00	4.00	2.00	2.00	0.09	No	Peak Flow Is Unequalized Influent Flow
2/16/2017	144.20	0.00	46.10	0.00	54.40	0.00	207.25	0.00	135.90	103.50	8.00	0.00	4800.00	4.00	4.00	2.00	2.00	0.00	No	
2/15/2017	146.20	0.00	46.40	0.00	54.70	0.00	214.50	0.00	140.50	0.00	9.60	0.00	4800.00	4.00	4.00	2.00	2.00	0.00	No	
2/14/2017	148.70	0.00	47.70	0.00	55.00	0.00	222.50	0.00	145.60	0.00	11.00	0.00	4800.00	4.00	4.00	2.00	2.00	0.00	No	
2/13/2017																				
2/12/2017																				
2/11/2017																				
2/10/2017																				
2/9/2017																				
2/8/2017																				
2/7/2017																				
2/6/2017																				
2/5/2017																				
2/4/2017																				

If Cell is Yellow, Input Value is different from PI Data
Value written

SN 1 | SN 2 | SN 3 | SN 4 | SN 5 | SN 6 | SS 1 | SS 2 | SS 3 | SS 4 | PAC NO 1 | PAC NO 2 | PAC NO 3 | Daily | Outside | Summary | Daily Summary

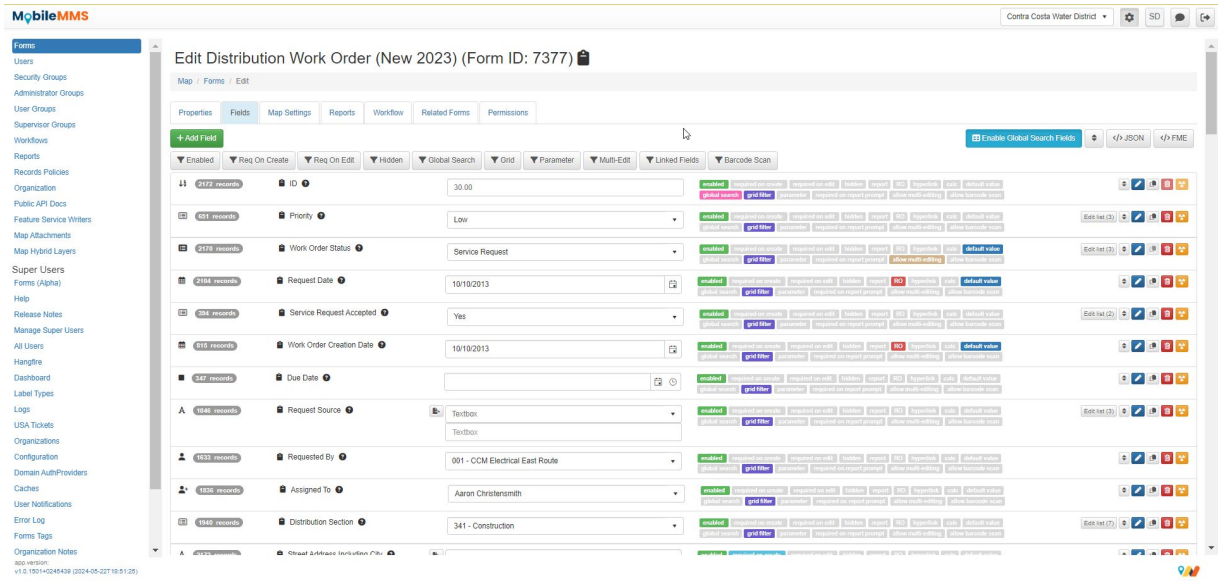
3.3.6. Integration

MobileMMS can integrate with third party solutions. Many modern applications have an API that allows data to be written and read from their application. Our system also has an API that allows applications to read and write Activity information. Hosted applications like ours also have the ability to call the application directly. We integrate with nearly 100 different systems.

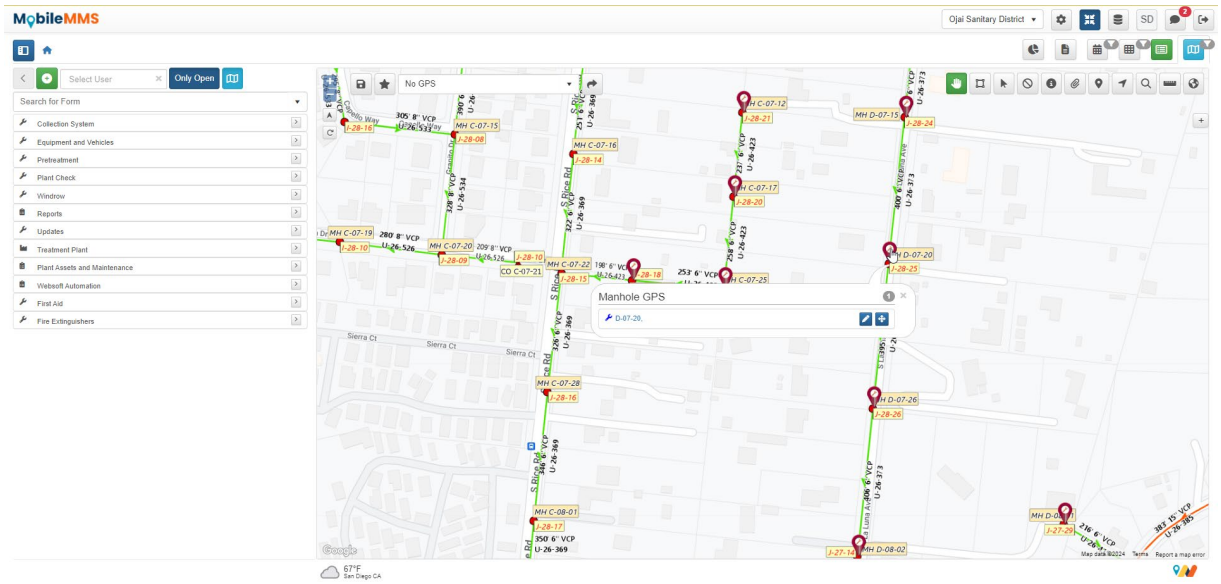
For other applications that do not have an API or browser-based referencing, we offer a data processor that allows information to be uploaded to our secure FTP server. Our customers create a scheduled data export at predefined intervals from their legacy software and upload it to this dedicated FTP site. Any data found on the FTP site is processed and loaded into the MobileMMS at a scheduled time each night. Our customers use this method to load such items as inventory costs and labor rates into our system. We use Extract, Translate, and Load scripts to process the data and import it into our system.

3. 1. Customization and Scalability

MobileMMS is multi-tenant environment that can scale to accommodate even the largest organizations. Some of our customers have nearly 300 activities and 500 users. With the robust back-end administrator, you can design and reconfigure forms to meet the needs of your ever-changing requirements and regulations including adding new users, adding new activity types, and implementing new workflows.



Using this same configuration tool, MobileMMS can provide GIS-based overlays and system generated asset points on the same map. This includes adding or changing existing GIS assets and writing directly to the GIS database. Below we show modifying the manhole layer at the Ojai Sanitary District.

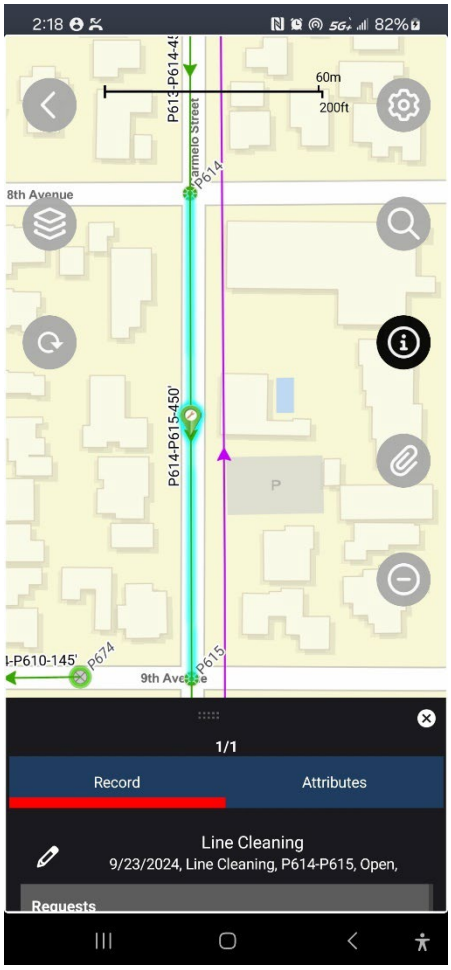


Recurring activities can be easily added to the system by simply applying a schedule to a new or existing Activity. Our interface operates in a similar fashion to the Microsoft Outlook's calendar scheduling tool. Any Activity (e.g., Inspection) can be made into a recurring Activity. These recurring Activities can be triggered at a fixed interval from the last completion date, at

a fixed time during the year, or triggered from an external data source or other Activity within the system.

3. 2. User Interface

The Mobile application, developed using the state-of-the-art HTML5, can be viewed on any laptop, tablet, or notebook. The entire application was developed to deliver an intuitive experience to even the most novice computer users. The forms are self-designed so that field crews can easily and efficiently record all necessary information and have this information be immediately available. The images below show a representational cross section of the user interface. We also offer an Android and iOS App that provides functionality in environments that may not have internet coverage.



4. Project Approach and Methodology

4. 1. Implementation Plan

The RFP provides only a brief overview of the assets. It will be hard to predict the exact implementation without understand the stakeholders, their needs, and the previous implementation even if the previous system was paper based. Based on the given information we will tentatively implement the features below. This list isn't exhaustive. Our pricing includes the implementation of all activities that the City requires in support of their public works activities including the integration with their citizen outreach system.

Area	Category	Task
Wastewater	Customer	Service complaints
Wastewater	Distributed	Foaming/root cutting
Wastewater	Distributed	Line cleaning
Wastewater	Distributed	Manhole inspection
Wastewater	Integration	CCTV
Wastewater	Lift Station	Inspections
Wastewater	Lift Station	Asset representation/tracking
Wastewater	Lift Station	Maintenance
Wastewater	Regulatory	Fats, Oils, Grease inspections
Wastewater	Regulatory	SIU permitting/inspection
Wastewater	Regulatory	SSO
Streets	Customer	Service requests
Streets	Integration	Street condition/PMI
Streets	Sidewalk	Inspections
Streets	Sidewalk	Maintenance
Streets	Signs	Reflectivity/Inspection
Streets	Signs	Sign GPS location add/move
Streets	Signs	Support and sign maintenance
Streets	Street	Crack sealing
Streets	Street	Maintenance
Streets	Street	Pothole
Solid Waste	SB1383	Solid waste separation management

Area	Category	Task
Trees	Customer	Service requests
Trees	Tree	GPS data point collection
Trees	Tree	Preventative maintenance
Parks	Inspection	Facility inspections
Parks	Parks	Customer requests
Parks	Parks	Park maintenance
Facilities	Facilities	Facility maintenance
Facilities	Facilities	Maintenance requests
Fleet	Customer	Service notification
Fleet	Customer	Service requests
Fleet	Integration	Fuel management
Fleet	Maintenance	Mile/time PM
Other	Planning	Permitting
Other	Traffic	Signal asset management
Other	Traffic	Traffic requests/studies
Other	USA	USA with positive response

4.1.1. Business Process Re-engineering tasks

We will prepare an Implementation Strategy for the solution that will best fit the City's business processes and needs after our kickoff meeting. We have been involved with over 200 different implementations. We could not have planned even one of them without understanding the dynamics of the organization. The implementation will depend on the traits of the leaders, the tolerance to change of the staff, the needs of the organization, and the implementation priorities. During the kick-off meeting we will meet with the stakeholders to understand their needs, capabilities, and priorities. We will develop an implementation schedule within one week of our kickoff meeting.

We can't be certain of the needs for the City. For each activity that we implement for the City, we will begin with an assessment that will include:

- Current methodology for completing the activity
- Data gathered/required as part of this activity (this will include existing forms)
- Required workflow moving forward
- GIS integration (if any)
- Key performance indicators (how is work being tracked)
- Reporting needs

Once we understand the activity, we will use the following methodology to implement the process

- Create a form that reflects the current data gathering requirements
- Create a workflow that mimics the existing and new requirements
- Load existing data (if any)
- Load or reference the GIS data. This may require creating the GIS data such as backflow locations
- Test forms and workflow with early adopters and make modifications as necessary
- Roll out forms and workflows to broader users to insure correct functionality
- Create reports and customized documents
- Refine key metrics based on data gathered by early adopters

Even though the existing business processes are extremely well documented, there will inevitably be changes. The iterative process of developing forms, relationship with other system entities, and the associated workflows will inevitably involve process re-engineering. Sean Dingman will be on site during the entire implementation. He has been involved with nearly all of these implementations for various activities. He has also performed work flow analysis for agencies including Merced, Chico, Lincoln, and the Nevada Department of Transportation. The business process relies heavily on the capabilities of the team members. Before understanding the dynamics of the team, an estimation of the re-engineering process would be impossible.

4.1.2. Change

A change this big doesn't happen overnight. Our approach to managing and successfully completing every project is predicated on human interaction and communication. We have been recognized by many of our clients for our high-quality customer service. It is what we do. Our project management methodology is to meet in person every two to four weeks and to meet over a web conference every two weeks during the interim period. For most of our customers the implementation process never really ends. Your licensing agreement enables you to utilize our skills to develop new activities or change the way you manage existing

activities. In our experience, continued support is more helpful than attempting to quickly build the system in one shot.

In addition, being a forward-thinking technology company, we utilize many industry standard project management and communication software applications. We believe in utilizing systems that keep us at peak efficiency so that we can complete our projects on time, within scope, and on budget while continually keeping our clients in the loop throughout the project life cycle.

We use an Agile Project Management (APM) approach where we carve deliverables into small sections that can be completed in two weeks or less. This approach allows the following benefits for the team:

- Constant sense of accomplishment.
- Respond to issues in real-time to prevent a cascading problem down the road
- Iteration on the solution to provide a better over-all end product
- Testing to occur in manageable sections

In order to keep our projects running efficiently, we utilize a task tracking system called Zoho in which we enter all of our tasks for a specific project. Each task is prioritized and assigned with a time estimate and due date and then assigned to proper staff resource. We utilize the KanBan boards in Zoho to manage the tasks and meet weekly to review the progress to ensure that we are progressing on schedule.

It is very important that the City dedicates an empowered person to attend each of these meetings to act as the project manager from your side. They need to be able to keep internal resources on track and may eventually be responsible for administrating the system throughout the organization. Our schedule and estimates are based on our experience with West Sacramento and Carmel Area Wastewater District which has the same asset types. The best solution depends on the dynamics of the organization. We need five things to be successful initially – a visionary, a whip, a bridge, the glue, and a couple of early adopters.

- **Visionary**: From our experience, we need someone to steer the maintenance organization in the new direction. They will need to clearly state the expectations. They will need to be at monthly meetings to reiterate expectations and check progress.
- **Whip**: A whip would be someone telling the employees that they need to do this. They will need to constantly inspect by checking up on his people to measure their progress. He will need to be at weekly meetings with us.
- **Technology Liaison**: A technology liaison would be someone that understands the needs of the maintenance organization and our program and can help bridge the gap between needs and implementation. This doesn't need to be an IT person. At Oakdale,

it is one of their SCADA/Electrician techs. This person will need to translate field issues into program modifications on a daily basis to prevent stalls in our progress.

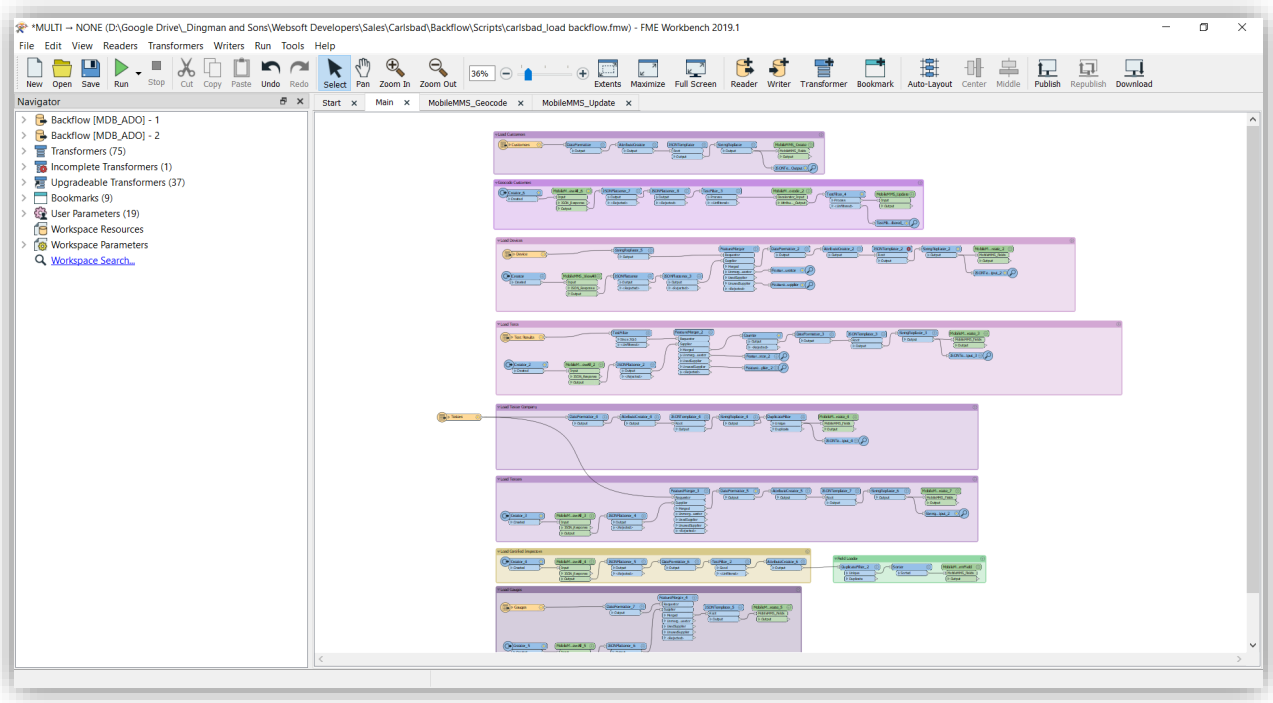
- **Glue**: The glue is someone who understands how the interface between the real world and the maintenance organization works. They usually are the ones that manage taking service requests and translating them into field work orders. Most of their workflow is informal and relies on knowledge of skills, personalities, historical requests, and the overall needs of the agency.
- **Early Adopters**: Lastly, we need some maintenance workers that want to use technology in the field. At places like Eastern Municipal Water District, these are workers that have been there around 5 years and understand the system and how technology can improve their job. These early adopters will need to use the technology daily to perform their job even though it may not be perfect initially. They must be willing to put in the time to make it exactly what they need.

4.1.3. Comprehensive Integration

We will integrate your GIS before initially coming on site. We don't synchronize GIS assets we simply link to your system. We are an ESRI partner and will host your data if you wish on our ArcGIS Enterprise Portal. Also, before coming on site, we will map the existing Oracle database to our initial vision of how a project like this is usually implemented. We will create a list of questions about the existing data and use this information to refine the business processes provided. This process will take approximately two weeks after which we will hold a kick-off meeting. We will meet with all of the stakeholders then we will work with your team to learn how work is done and how they would like to track this work. We will use the business process swim lanes as a template for the integration. Most of the development will be done on site.

As we move through the implementation process, we will continue to modify the forms and workflows in support of the business processes. At each stage, we will perform a trial load of any existing data. We will use Safe Software's Feature Manipulation Engine (FME) to extract, translate, and load the data into the newly developed form structure. Below is an image of Carlsbad's backflow import structure.

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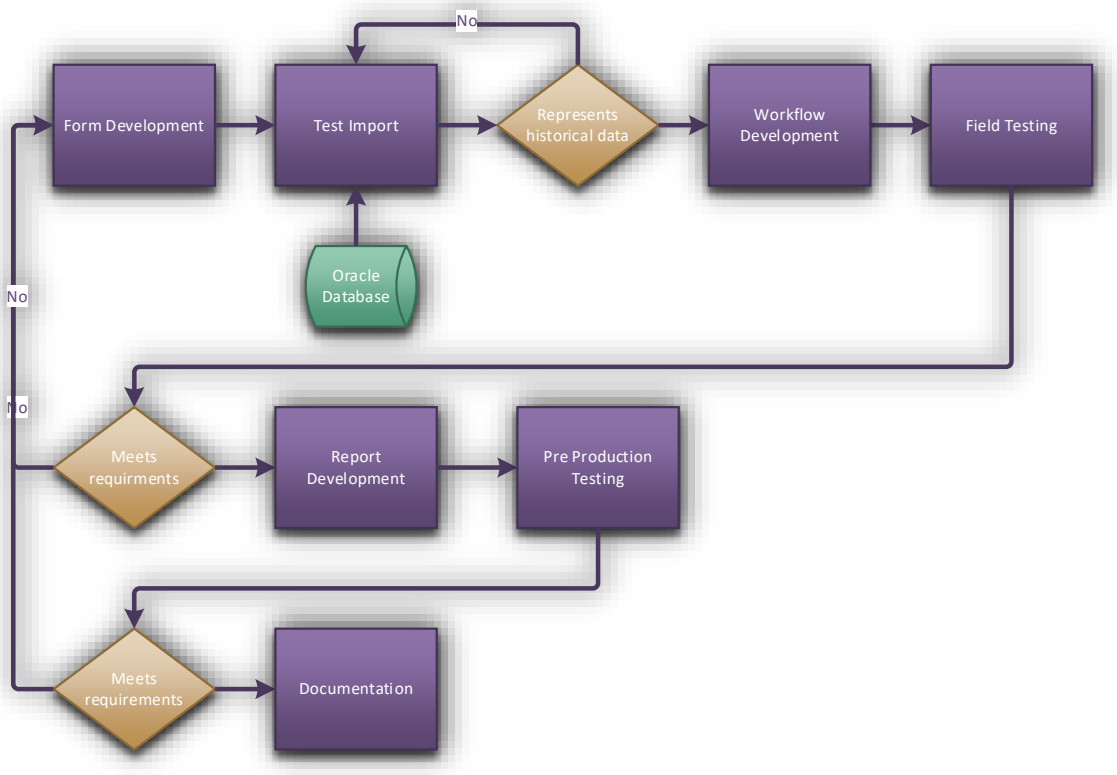


This is an extremely iterative process as we continue to develop the forms and workflows. With Carlsbad, we went through this at least five times before going live.

4.1.4. User Acceptance Test Plan

During the kick off meeting we will develop individual milestones for the implementation of the project. The implementation will roughly mirror the order of the business process flow diagrams provided. We will then develop a UAT Plan that will meet the requirements of the project. The UAT Plan will include identification of test scenarios, creation of UAT test cases, test data preparation, test runs of the system and confirmation of the requirements.

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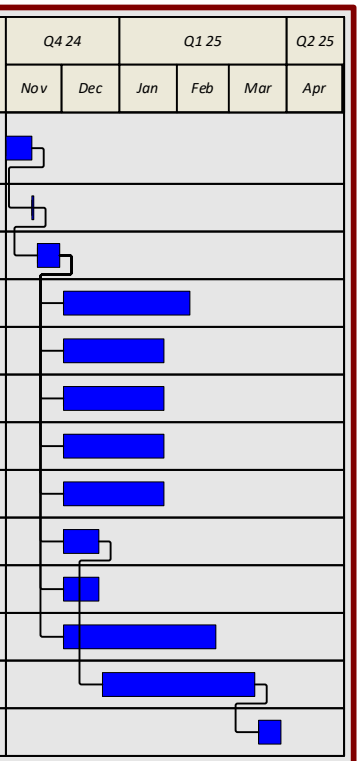


4.1.5. Major Implementation Milestones

Assuming a project initiation date of November 1st, 2024, we estimate completion by the end of April of 2025. This 6-month timeline is predicated on our initial understanding of the project. We broke the project into roughly the same steps that we implemented with City of West Sacramento and Carmel Area Wastewater District where we implemented a complete asset management system. We will meet with each separate group (e.g., Sewer, Streets, Storm) in parallel to implement their needs simultaneously. As part of this implementation, we have included the citizen request integration, the complete import of any legacy data sources (e.g., Excel), and the custom creation of reports that will be required as part of this implementation. As mentioned previously, we will develop a detailed schedule after the kick off meeting.

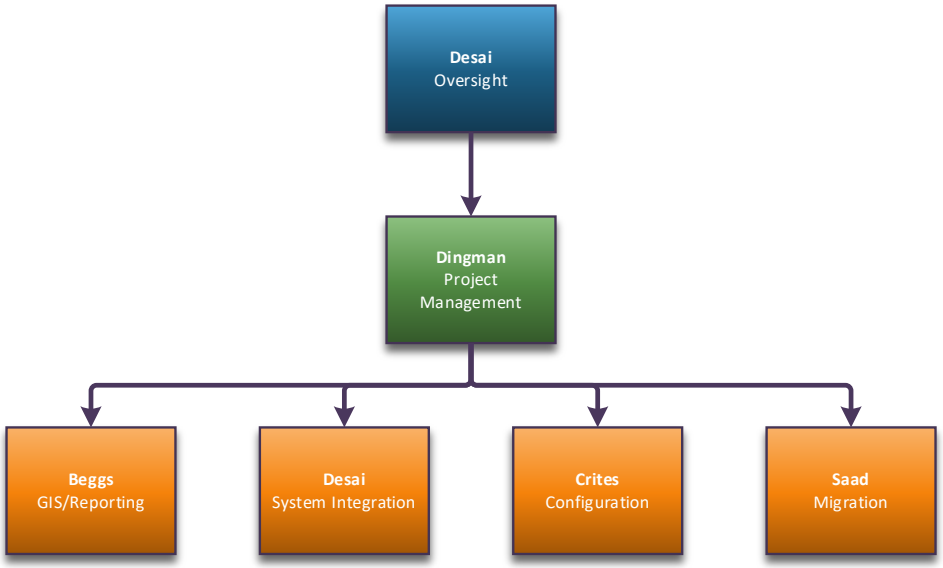
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ID	Task Name	Start	Finish	Duration
1	GIS Integration and data gathering	11/1/2024	11/14/2024	10d
2	Kick off	11/15/2024	11/15/2024	1d
3	Working schedule and milestones	11/18/2024	11/29/2024	10d
4	Collection System Implementation	12/2/2024	2/7/2025	50d
5	Storm Implementation	12/2/2024	1/24/2025	40d
6	Facilities Management Implementation	12/2/2024	1/24/2025	40d
7	Airport Implementation	12/2/2024	1/24/2025	40d
8	Streets Implementation	12/2/2024	1/24/2025	40d
9	Data Import (if any)	12/2/2024	12/20/2024	15d
10	Citizen Request (if required)	12/2/2024	12/20/2024	15d
11	Training	12/2/2024	2/21/2025	60d
12	Custom report configuration	12/23/2024	3/14/2025	60d
13	System documentation	3/17/2025	3/28/2025	10d



4.1.6. Project Management

All personnel operate out of our single facility in Davis, California. Below are some key personnel that will be responsible for the implementation for the City. Websoft does not use third-party implementers. We will implement this entire project either on-site or from Davis. Sean Dingman will be the project manager. He can be reached at 916.501.1590 or emailed at sean.dingman@websoftdev.com. He will be on-site every other week to lead the implementation of our software. Sean has been with the company since 2004 and is responsible for most of the implementations in California and Nevada. Our organizational structure for our core team is presented below. While we have a structure in place for management and oversight purposes, our entire team is generally involved in all aspects of the project which allows us to effectively collaborate on our projects.



4.1.7. Project Governance Strategy

In coordination with the City's project manager, we will provide overall project management duties, including kickoff meeting, status reporting, issue tracking, team communication, scheduling, and related responsibilities. Sean Dingman will be on site every month with interim web-based meetings. This every-other-week implementation schedule will provide a fast-paced implementation.

It will take a concerted effort by the City to implement the following tasks within the scheduled timeframe. We use an agile methodology which allows us to move quickly through implementation. We meet every two weeks alternating between on-site and web-based meetings. With the key stakeholders we will understand the requirements above and begin to implement the forms and workflow in real time. We will use the interim two-week period to load existing data and link the appropriate GIS data. We will then meet again to refine any of the forms and workflow and begin testing in a dry-lab environment. We will make real time modification and send crew out during the following two weeks to test it in the field. One month after our initial meeting we will conclude this activity with feedback and begin work on the next activity. We will have enough resources to implement this schedule, but the City will need to have a staff member with the authority, organization skills, and the understanding of the existing processes to lead this internally – a technology liaison.

4. 2. Data Migration

We will use Safe Software's Feature Manipulate Engine (FME) Extract Translate and Load (ETL) platform to load all data from any available data source. This will allow us to provide a repeatable method to load all information into MobileMMS. The import script will work in

conjunction with our robust API to load data into any configuration that represents the City's needs. As we work with the City, we may find that we need to alter the method for importing the data or modify the schema for the implementation. We will simply dump the current data import and re-import the data using a modified FME script. We will require that we be given a backup of the data source for use on our servers to load this data efficiently.

4. 3. Training and Support

4.3.1. Training

We will provide complete training. We will be on site every month until the initial project is complete. After the initial setup, we will be there every other month. We continuously work with our customers to help them improve their implementation. We still help our customers that have been with us since the beginning. Most of our administrative training includes supervisor, office manager, or other hands-on users. We will provide as much training as required to as many people as required as part of this fixed fee implementation schedule.

For new field users, we usually provide training in four distinct steps. These users are involved at the early stages when we are in acceptance testing. Anything that is broken will not affect the production system. Each step takes place every month where the user can go into the field and try out the application before the next training session.

- Initial training: How to use basic features. How to test a device for example or complete a survey
- In depth functionality: How to customize the interface and help with round one questions
- Detailed functionality and possibly workflow/operational adjustment: Based on this user feedback, we may need to adjust the interface or workflows implemented within the system
- Final feedback: Q/A session in support of going live

Sometimes, during the initial training, we will go out into the field to help users in their environment to fully understand how they do their work. Most management and administrative users will understand how to use the system as part of the implementation process.

We include unlimited training as part of our yearly subscription. For some of our customers like West Sacramento or Calaveras County, we visit them every month or two to help new employees come up to speed. Most of our training is conducted on site. While we also have on-line tutorials, we have found that on-site works better to ensure that new staff comes up to speed quickly.

4.3.2. Support

Our subscription includes Level 2 support. It assumes that Level 1 support will be delivered by an on-site administrator. We will offer Level 1 support for an annual fee if required. Our licensing also includes administrative support to help modify system functionality. Typically, our response to time for even minor issues is 4 hours or less.

In addition, we provide help to change the configuration of previously implemented features or to help with the implementation of new activities. Sometimes this involves changing the structure of form, or adding tracking information, or updating the GIS, or anything else that you need. We use a customer-accessible ticking system by Zoho to manage customer support issues and the Zoho task manager to manage all resulting tasks for the City's project.

4. 4. Risk Management

The biggest risk that we have for any implementation is the lack of agency support for the process. Without an empowered City project manager, this implementation will not succeed. This person needs to attend all meetings and have the vision to understand what is needed and the authority to affect change. In the past we have solved this in various ways. The most effective way is to simply stop the implementation process until the agency realizes the criticality of this position. We can't stress enough how important this person is to the success of the project. We can mitigate all other risks through system configuration, additional training, enhanced workflows, and vigilant support.

4. 5. Quality Control and Assurance

We ensure the delivery of a high-quality product through constant iteration. If the implementation doesn't meet the needs of the end users, we will modify the implementation and retest until it is perfect. We describe our process within the User Acceptance Test Plan above.

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5. Pricing

Our pricing is very simple. It is based on the served population of the agency. Below is the yearly subscription for our software along with the one-time implementation cost that we will bill upon project launch.

City of Oroville Pricing			
Public Works	**Year 1**	**Year 2**	**Year 3**
Subscription	$21,500	$22,575	$23,704
Implementation	$26,875		
GIS Integration	Included		
Citizen Request integration	Included		
USA Ticket management	Included		
Documentation	Included		
Training	Included		
Total	***$48,375***	***$22,575***	***$23,704***

We have included a yearly increase of 5% for the subscription which will be waived for a 3-year or longer contract. The implementation includes all activities for Public Works whether specified in the RFP or not. The only additional cost may be GIS services that will involve correcting the existing GIS based on survey information. Everything else is included. This is our promise to all of our customers.

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6. Compliance and Security

6. 1. Risk Management

i. Websoft's approach to IT Risk Governance extends from its employees to the infrastructure and application developed. Although risk can never be eliminated, risk can be properly mitigated to manageable levels. Mitigation is accomplished through working closely with clients and internal staff to ensure information is properly secured. Security is managed from the top to the bottom with the CEO and lead developers having access and permissions and then permission is delegated as required to employees and clients. All information is secured within our internal application or servers and is then shared with users at our client's request.

ii. Websoft's IT Risk Life Cycle is managed through a continuous process of identification, evaluation, mitigation, and communication. Websoft evaluates all servers and applications to identify areas where data could be lost or un-permitted access could be allowed. Once identified, the issues are analyzed for severity and risk. This evaluation allows for the correct level and type of mitigation to be selected. We implement mitigation through a set of actions. This can be the implementation of new passwords, removal of specific permissions, use of new applications, or development of new security processes. To ensure that all applications are usable and our clients understand the risks we continually communicate with clients to ensure a solid understanding of the costs and benefits of risk management.

6. 2. Information Security Policy

i. Information assets at Websoft are secured in accordance with required regulations and client guidelines. Internal policy provides guidance to management and employees on procedures and process for ensuring security. This policy governs the use of applications, devices, and data that is under the control of Websoft.

ii. Internal information security is maintained on a yearly basis and amended as needed. Information security with clients can be modified to match their needs to ensure application usability and match their risk tolerance.

6. 3. Information Security Organization

i. Information security is organized as top down with managers and lead developers providing permissions to clients or users. Application and servers keep log files and track users. Internal servers and software have been deployed to allow for audits using the system log files.

ii. Our security department is composed of single individual

iii. We do not depend on independent providers

6. 4. Physical and Environmental Security

i. Physical access to data is controlled. The level of control can depend on the level of risk associated with the stored data if it were to be compromised. Identification and keys are used for all offices and data centers.
ii. Our software is hosted at a Tier 1 Data Center who employs the highest level of security and maintenance standards. This includes all environmental controls, security and redundancy standards.

6. 5. Operational Security

i. All servers and application are password protected and managed to industry standards. When possible, we reduce the types and amount of application running on our servers to reduce potential security holes. Additionally, all data transmission uses https and TSL (SSL) with tokenization process or passwords to ensure data security. All data is managed at a Tier 1 data center that operates at the highest level of security.
ii. All Servers under Websoft's management record system log file internally, and these log files are included in backups and managed in accordance with internal standards and requirements. Network activity is monitored daily by management for unusual behavior, and management uses past performance to better understand current performance.
iii. Management and lead developers monitor server activity and processes being executed. Management is aware of the processes being executed by the servers and because of this Management can see if there is an unexpected application running.
iv. Our data and applications are stored at a Tier 1 Data Center. The data center implements the highest level of security and maintenance standards. This includes all environmental controls, security and redundancy standards.
v. Websoft works closely with client's requirements for security and usability. When a change is needed, we review the impacts of change, and communicate with the client on the potential impacts to usability. We present possible actions or alternatives that can be implemented to meet client requests and reduce risk exposure. Then we implement the agreed upon plan of action and monitor it for continued success.

6. 6. Access Control

i. Access for all servers and application follows industry standards. All applications use secure credentials along with a permissions management portal to allow admins finely tuned control over who can access what data and information.
ii. Privileges are delegated on an as-needed basis. Access is compartmentalized between servers and users. Access is managed from the top down with lead developers and management delegating access to employees as required by their duties. Clients also have control over their own data, as they can manage who on their team can have access to information. Websoft works closely with clients to ensure proper access controls are being used when using our applications.

iii. Accounts are deleted or access is revoked upon request of a client, upon termination of a contract, or noticeable inactivity. Requests are received via email from a trusted source which is then verified. Websoft works closely with all its clients and upon noticing inactivity form a client's account we reach out and start a dialogue to ensure old employees or inactive people do not have incorrect access.

6. 7. Software Development and Maintenance

i. We use an Agile Model for our SDLC which is based on iterative and incremental development where requirements and solutions evolve through collaboration between our team and our clients.
ii. We use vulnerability assessment tools that conform with the OWASP model and current regulations.
iii. We assess and evaluate all patches that need to be applied and then test them for compatibility both using unit testing and manual human testing before deploying to production.
iv. We review our application and system security on a continuous basis.

6. 8. Incident management

i. Websoft takes any incident very seriously which is why upon discovery of an incident all developers, technician and management that are involved with the client are notified and mobilized in the timeliest manner possible. This process allows employees who are most knowledgeable with the client and technology to respond to the issue reducing time needed to familiarize employees. In the event of any indents with data centers and servers, Websoft works closely with its service providers to gather required information and resolve any issues. Roles and responsibilities of day-to-day operations transfers over to incident response ensuring management continuity and utilizing institutional knowledge for a rapid response.

6. 9. Business Continuity

i. Our business continuity follows our business structure for agile development, rapid incident management, close client communication, and industry stands for redundancy, and backups.
ii. Websoft maintains the requested level of threat tolerance client by client. In the event that clients request a determination of credibility and seriousness of a potential threat, we will work closely with them to explain and quantify all potential threats to their operations involving Websoft.

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6.10. Regulatory Compliance

i. Management briefs all employees yearly on internal policies and standards. In addition, all products are tested and reviewed for compliance with internal standards before being deployed.
ii. Websoft's Agile development strategy allows for timely updates and quick deployment to ensure that all software is meeting legal standards. Having worked with firms from all over the nation we work closely with clients to ensure that their local regulations are being complied with.

6.11. Privacy

i. Websoft requires all third parties to agree to applicable privacy policies before use of any application hosted or managed by Websoft. The privacy policy is managed by upper management and revisited as needed depending on past experiences or new regulations. All data that is managed internally is held to internal standards that require proper privacy and access before being deployed. Management works closely with employees to make them aware of their responsibilities of ensuring security per the internal standards and privacy policy standards.

7. Value-Added Services

7.1. Additional Features

We alluded to many of these features in the description of services above, but for completeness, these would be part of our implementation even though they were not requested in the RFP.

- **USA Ticketing**: Direct integration with USA North to provide real-time ticket management with positive response
- **Storm Water Compliance:** Management of all aspects of MS4 and SWPPP permits
- **SB1383 Organic Waste Recycling management**
- **Park Inspections:** Easy-to-implement park inspection checklists
- **Tax roll management for sewer billing**
- **Fats, Oils, Grease management**
- **Lift Station inspections and rounding**
- **Sign maintenance**
- **Tree maintenance**
- **Integration with GPS devices for precision asset location correction**
- **iOS/Android App operates in environments without internet connectivity**
- **Time card management**
- **Integrations**
    - Fuel Consumption
    - Fleet tracking
    - Citizen requests
    - Permitting
    - CCTV
    - Third-party reporting tools
    - USA North
    - Single Sign On

7.2. Innovations

Over the last 10 years, we have added many innovations. Here are a few:

- Direct integration with GIS eliminates the need for synchronization
- Dedicated App operates in environments without internet connectivity
- Bluetooth connectivity to external GPS sources
- Robust API allows direct integration with virtually any modern software
- Webhooks allow triggering of workflows from external sources

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- Workflow manager allows sophisticated implementation of complex processes
- Self-configurability of system functionality by administrative users
- GIS writers allow field users to create or update linear and point features
- Import of data from virtually any source using Safe Software's FME ETL

8. Appendices

8.1. Resumes

8.1.1. Resume – Manoj Desai, P.E., President

Manoj is the founder of Websoft Developers, Inc. and has over 28 years of experience as a consultant for local agencies. He is a registered civil engineer in California and Nevada and has a background in utilities engineering. He has expertise in GIS planning and deployment, infrastructure planning and modeling, web application development, software development, database programming, web design, and network administration. He has provided consulting services on numerous projects for clients ranging from small business to large corporations and governmental agencies. His projects have included everything from GIS Planning to advanced database programming, infrastructure master planning, and hydraulic modeling.

Mr. Desai is a member of the Sacramento Chapter of the American Public Works Association (APWA) and a member of the Bay Area Automated Mapping Association (BAAMA). Mr. Desai has a wide variety of hands-on expertise in computer software and hardware including the use of AutoCAD software, ESRI software, and a variety of programming languages and database applications.

8.1.2. Resume – Sean Dingman, Business Development

Mr. Dingman has more than 30 years of experience designing, developing, marketing, and selling software, networking, and semiconductor products. At Websoft, Sean has various responsibilities including sales, product management, database programming and design, data translation, business process assessment, workflow optimization, and project management. Sean has been with the company since 2004 and has been instrumental in the growth of the company from both the number and size of projects completed. Sean has successfully managed large projects with the Los Angeles County (LACSD), Contra Costa Water District, Nevada Department of Transportation (NDOT), City of Roseville, City of Lincoln, Nevada Division of State Lands, and the City of Chico among others. Sean received his Master's in Business Administration from the University of California at Berkeley in 1997 and a Bachelor of Science in Computer Engineering (BSCE) from the University of Michigan in 1989.

8.1.3. Resume – Romany Saad, Senior Application Developer

Mr. Saad has over 15 years of technical experience programming and developing integrated software solutions. He has 6 years of experience working in the fields of Geographic Information Systems (GIS) and web-based mapping solutions. He has direct GIS project experience with emphasis on software engineering and applications development. In addition to GIS and web-based mapping solutions, Mr. Saad has extensive experience working with

web technologies to develop sophisticated applications. With over 10 years of programming experience, Mr. Saad thoroughly understands the strict requirements and standards expected of a consultant and his deliverables. He has consistently met and exceeded these requirements on multiple projects in varying terrain under often challenging circumstances. Mr. Saad has worked on dozens of projects. Some more recent and relevant projects and technical experience are listed below.

8.1.4. Resume – Steven Crites, Programmer

Steven Crites has over 7 years of experience developing Web-based software with a focus on Geographic Information Systems (GIS) and custom web applications. Steven is the lead FacilitiesMap developer and has extensive experience with ASP.NET development, databases, and MapGuide Open Source (MGO) and Autodesk Infrastructure Map Server (AIMS). Steven also has experience with mapping frameworks such as OpenLayers and with development for mobile devices. Steven has a Master's of Science degree in Computer Science from the University of California, Davis.

8.1.5. Resume – James Beggs, GIS Analyst

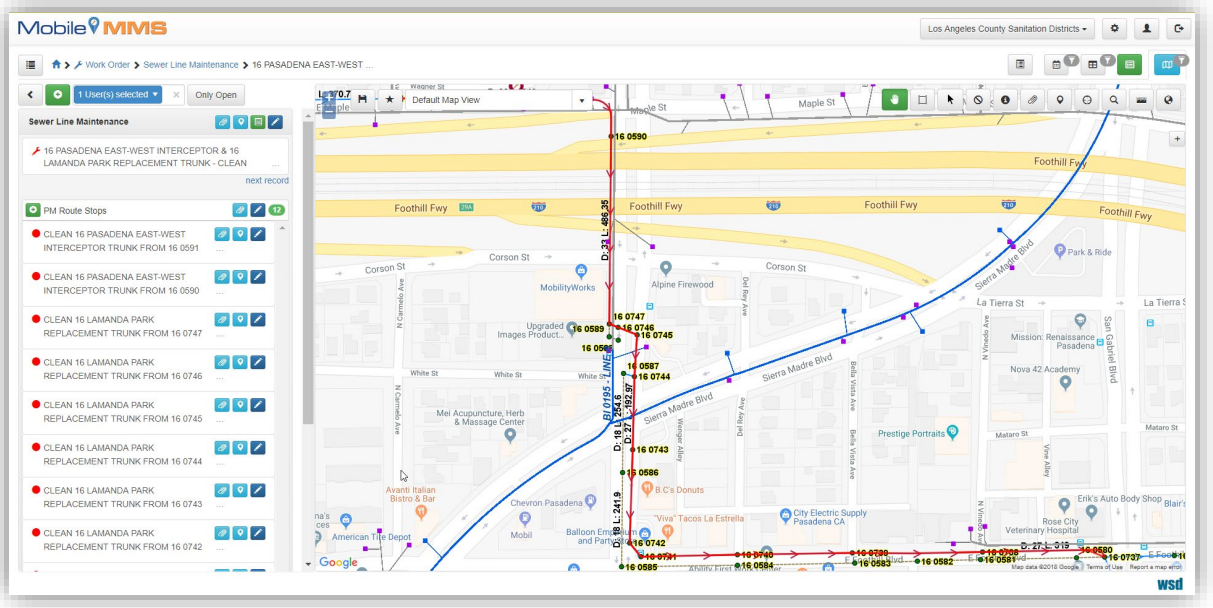
James Beggs has over 5 years of GIS experience providing a broad range of GIS services to local governments. He has provided GIS support for project management, data creation and analysis, and map creation. He has extensive experience with ArcGIS Platform (Desktop, ArcGIS Online (AGOL), ArcPro) ArcGIS Enterprise (ArcGIS Server, Portal for GIS, ArcGIS Data Store), ArcGIS Online (WebAppBuilder, Dashboard, Open Data, Survey123), ArcSDE, Microsoft SQL Server, SQL Reports and Views. He also is a certified sUAV/Drone operator and has performed numerous remote sensing projects.

8. 2. Additional References

8.2.1. Sanitation Districts of Los Angeles County (LACSD)

Agency	Sanitation Districts of Los Angeles County
Contact	Kevin Kim
Title	Supervising Engineer
email	kkim@lacsd.org
Phone	562.908.4288 x6806
Users	300
Start Date	2017
Years	6
Population	5,500,000
Use	Sewer line, pumping plant management, plant rounds

We do a variety of activities for LACSD. The primary application is a line cleaning tracking activity. They use our system as a front-end interface to their O racle Work Order and Asset Management (OWAM) system. We integrate directly with OWAM to display, track, and complete line cleaning activities throughout the District. A unique feature of their system is that they incorporate routes to clean multiple line segments within a single trunk line. They also use our scheduling tool for resource time management and our configurable Excel-based reporting engine to track work activities. This same system is used to perform pump station and plant rounds, managed caustic dosing, track flow meter locations, and as well as tracking time and labor.

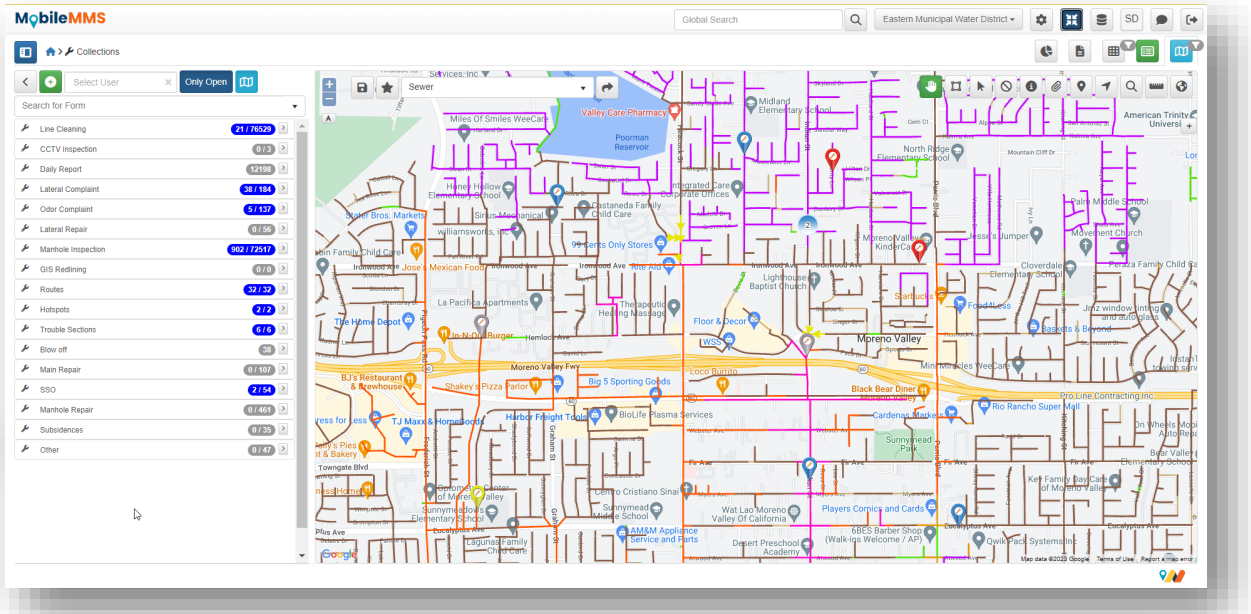


8.2.2. Contra Costa Water District (CCWater)

The Contra Costa Water District (CCWater) delivers safe, clean water to approximately 500,000 people in central and eastern Contra Costa County in Northern California. They started

using MobileMMS for their Backflow Compliance program over 5 years ago managing over 14,000 backflow devices. We provide all aspects of their asset management for both horizontal (e.g., pipes, valves, backflows), vertical (e.g., plant, wells, reservoirs), and mobile (e.g., fleet, heavy equipment, generator) assets. We integrate directly with Maximo to write maintenance information, Vertex One for customer billing information, and the ESRI Portal to both track and modify their horizontal assets.

Agency	Contra Costa Water District
Contact	Dave Huey
Title	Director of Operations
email	dhuey@ccwater.com
Phone	925-688-8254
Users	300
Start Date	2016
Years	6
Use	Water activity tracking



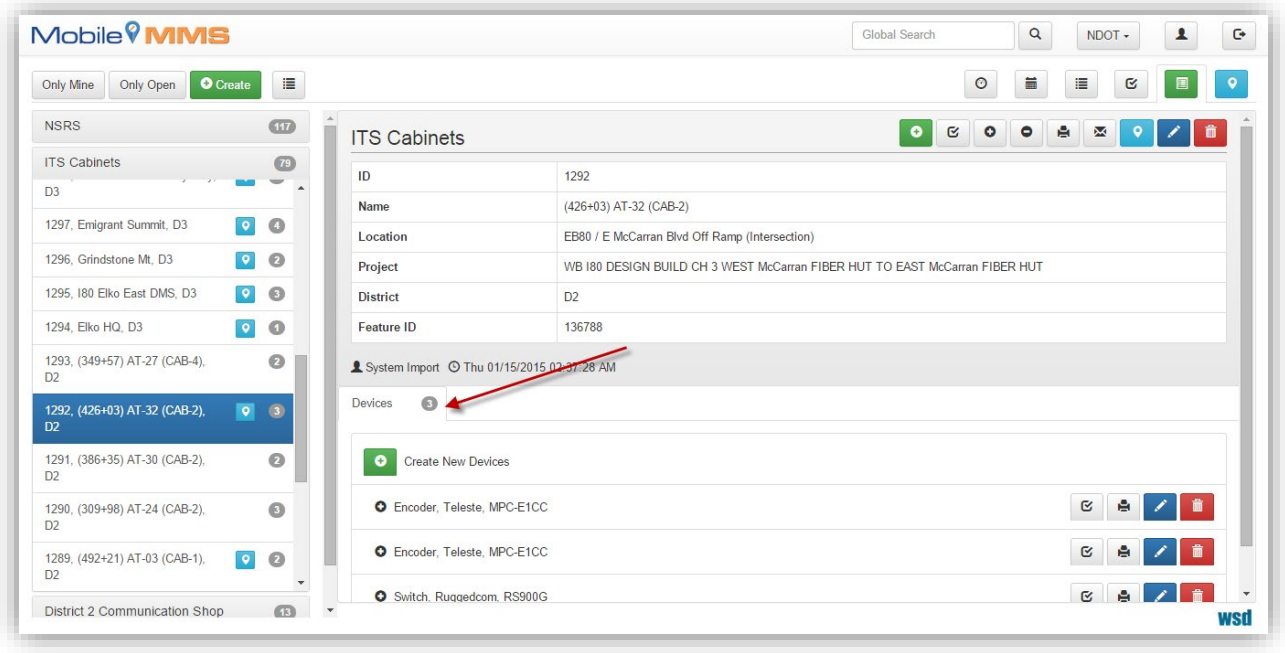
8.2.3. Nevada Department of Transportation (ITS) Asset Management

We have worked extensively with ITS and Nevada Shared Radio System (NSRS) to create a system to help manage these assets using the MobileMMS application. When we started this project, the data existed in various sources with various formats. We have since integrated this data into our system using sophisticated forms,

Agency	State of Nevada, Department of Transportation
Contact	Jake Grivette
Title	Technology Manager, Traffic Operations
email	jgrivette@dot.nv.gov
Phone	775.888.7884
Users	400
Start Date	2015
Years	6
Population	3,144,000
Use	Intelligent traffic system asset management

location information, and workflows. This data is displayed in a format shown below that is accessible by any internet-connected device.

In addition to Service Requests, this user can also see detailed information on ITS Cabinets and NSRS equipment. This particular cabinet on Eastbound 80 and McCarran has 3 devices attached to it. These devices can be moved between cabinets and additional devices can be added or subtracted. User on the NDOT local network can view SNMP information, live video feeds, and other information such as weather information from RWIS sites.



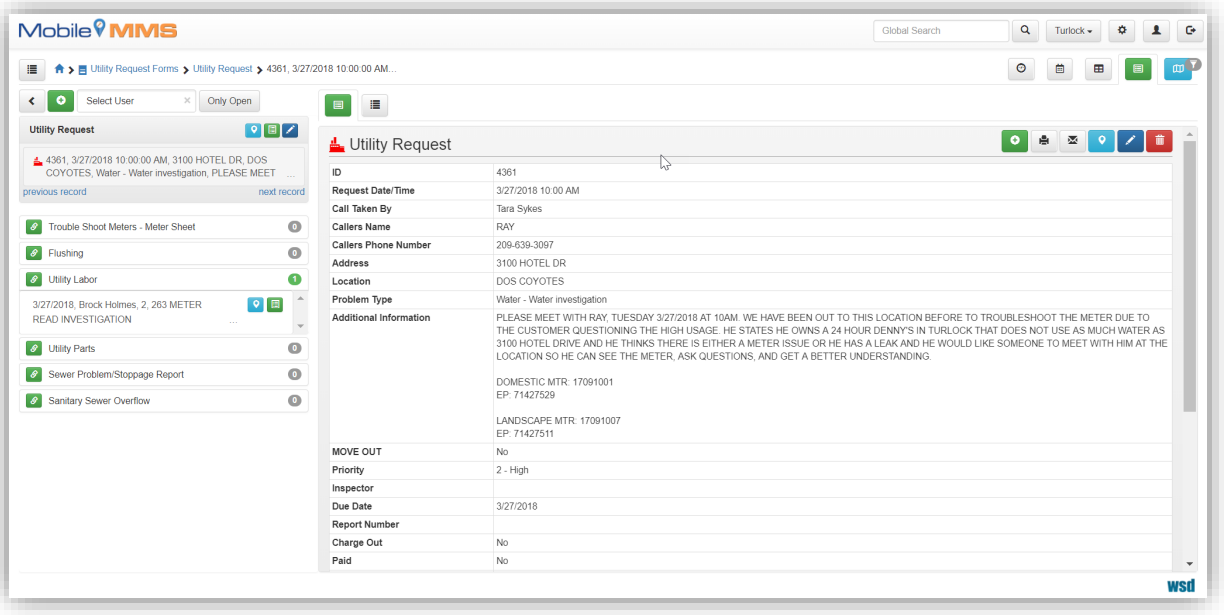
8.2.4. City of Turlock

The City of Turlock is a full-service city that manages water, sewer, parks, streets, facilities, fleet, signs, and compliance activities. We implemented a full suite of activities including line cleaning, water distribution work orders, valve exercising, backflow preventer inspections, and many more. We migrated their Backflow program from XC2 to our system. Their Utility Request system links all aspects of their management, customer service, and maintenance crew to efficiently track asset requests. A single form is used for all

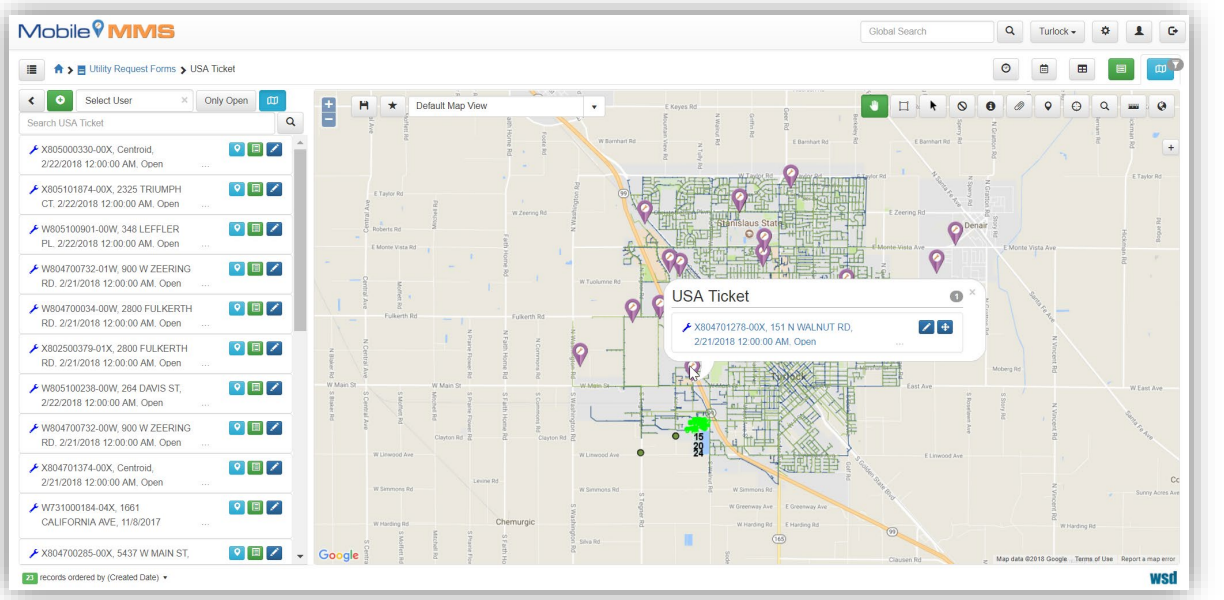
Agency	City of Turlock
Contact	David Huff
Title	Interim Public Works Director
email	duff@turlock.ca.us
Phone	209 668 5451
Users	200
Start Date	2016
Years	7
Population	
Use	All city assets including sewer and water

websoft developers
2020 Research Park Drive,
Suite 140 Davis, CA 95618
Tel: 530.759.8754 | Fax: 530.759.0923

Utility types (Water, Sewer, Storm) and Labor, Equipment and Parts are tracked against each activity. From this they produce detailed activity cost analysis.



They also use our system to track Underground Service Alerts. We connect remotely to the USA North Servers to extract USA Tickets for Turlock and then place them on the map with a geographic reference to their location along with all supporting detail. The screen capture below shows the open USA pin drops (purple) placed on the map.



8.2.5. City of Ceres

The City of Ceres with a population of 50,000, uses our system for complete City-wide maintenance and asset tracking. In addition to traditional maintenance activities, they use our system to track water sampling, integrated fuel management, complete water conservation including fine tracking, well site inspections, and street signs. We have also created an ArcGIS Collector application that allows them to modify their GIS while in the field. In all, they have more than 100 activities in our system tracking more than 100,000 assets.

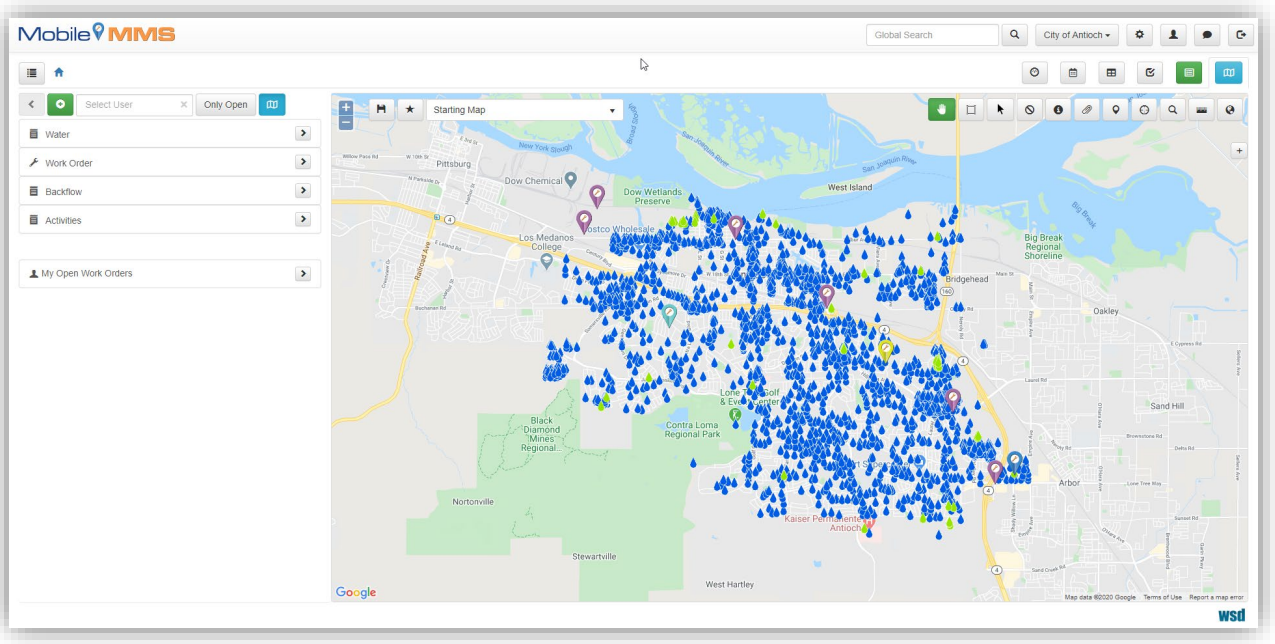
Agency	City of Ceres
Contact	Sam Royal
Title	Public Works Director
email	Karen.Morgan@ci.ceres.ca.us
Phone	(209) 538-5732
Users	90
Start Date	2018
Years	7
Population	50,000
Use	All city assets including sewer and water

8.2.6. City of Antioch

The City of Antioch started using MobileMMS on a trial basis in October of 2019 and went live on January 1st, 2020. Within a three-month period, we cleaned and migrated all the backflow device information that was previously stored in antiquated XC2 database into MobileMMS. As with many agencies, Antioch relied on paper to capture field data and manual data entry which could be error prone, untimely, and labor intensive. Now inspectors have access to information in the field, on a map, in real time and can record test activities or device updates on the spot.

Agency	City of Antioch
Contact	Shaun Connelly
Title	Water Distribution Superintendent
email	sconnelly@ci.antioch.ca.us
Phone	(925) 779-6879
Users	25
Start Date	2020
Years	6
Population	
Use	Backflow, valve exercising, flushing, USA

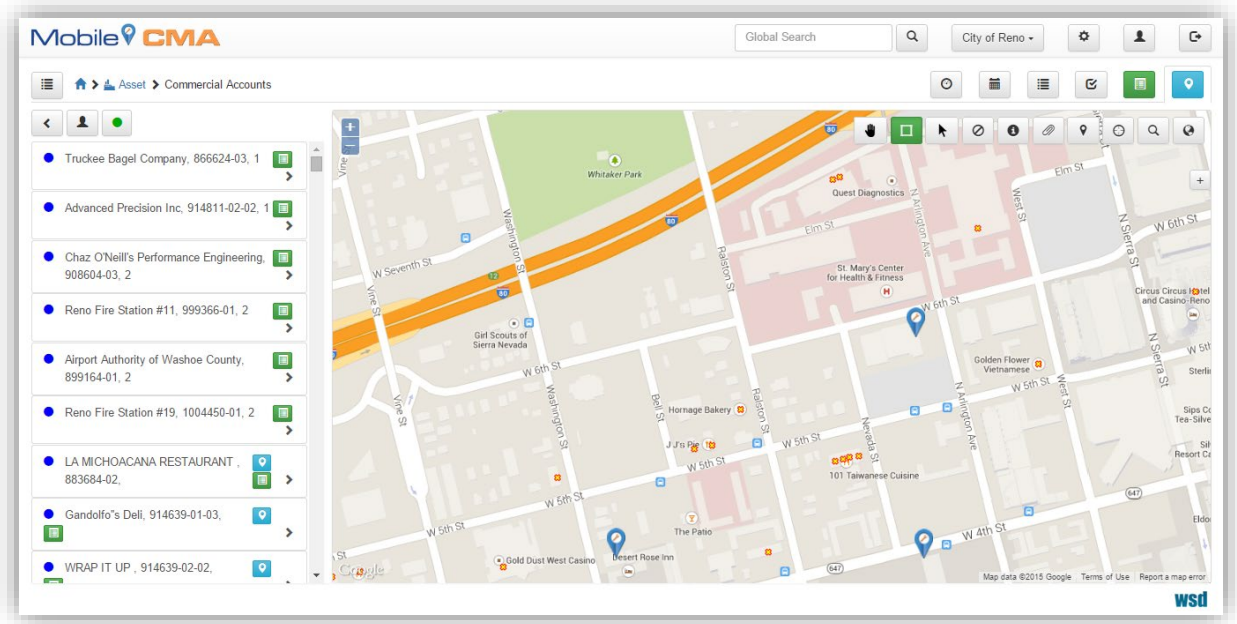
websoft developers
2020 Research Park Drive,
Suite 140 Davis, CA 95618
Tel: 530.759.8754 | Fax: 530.759.0923



8.2.7. City of Reno, Nevada

Agency	City of Reno
Contact	Dustin Waters
Title	Assistant Director of Utility Services
email	watersd@reno.gov
Phone	(775) 321-8352
Users	25
Start Date	2015
Years	6
Population	267,000
Use	Compliance and sewer management

The City of Reno uses our system to manage all of the sanitary sewer compliance including pretreatment, inspections, sampling, violations, and permitting. In addition, Reno uses our mapping frameworks to manage their entire sewer and storm infrastructure. We have developed tools that the City uses to draw the infrastructure in CAD, display it in a web interface and connect it to ESRI based systems including ITPIPES for sewer video inspections, tracking SSO, displaying As-Built drawings and much more. Users of the system have access to every bit of information related to the sewer and storm systems in a seamless, easy-to-use interface.


Mobile CMA
Global Search
City of Reno
Asset > Commercial Accounts
Truckee Bagel Company, 866624-03, 1
Advanced Precision Inc, 914811-02-02, 1
Chaz O'Neill's Performance Engineering, 908604-03, 2
Reno Fire Station #11, 999366-01, 2
Airport Authority of Washoe County, 899164-01, 2
Reno Fire Station #19, 1004450-01, 2
LA MICHOACANA RESTAURANT , 883684-02,
Gandolfo"s Deli, 914639-01-03,
WRAP IT UP , 914639-02-02,
Whitaker Park
Quest Diagnostics
St. Mary's Center for Health & Fitness
Girl Scouts of Sierra Nevada
Hornage Bakery
101 Taiwanese Cuisine
The Patio
Gold Dust West Casino
Desert Rose Inn
Golden Flower Vietnamese
Circus Circus Hotel and Casino Reno
W Seventh St
W 6th St
W 5th St
W 4th St
Elm St
Vine St
Washington St
Ralston St
Bell St
Nevada St
West St
N Sierra St
N Arlington Ave
Map data ©2015 Google
Terms of Use
Report a map error
wsd

8. 3. Additional Technical Information

8.3.1. Cloud Operating Environment

MobileMMS is hosted in the Microsoft Azure Cloud environment. The overall solution is comprised of a series of Azure feature include application services, Microsoft SQL Managed Instances, web application firewalls, security measures including two-factor authentication, virtual machines, DNS servers and caching mechanisms. The solution is configured for scaling and redundancy with automatic failover to other regions. Customers do not have any access to the resources used to host the solution. All data is backed up in the cloud using Azure backup technology. Customers have access to data through the MobileMMS solution which uses industry standard encryption and access via HTTPS protocol.

8.3.2. Tenancy

MobileMMS is a multi-tenant application. Therefore, the application, database and resources are shared amongst customers but separated through unique identifiers for each customer. No overlap in data or access is possible with this configuration. Customers can only access their data via the MobileMMS solution.

8.3.3. Local CMMS Administrator Function

The local CMMS administrator function can be broken into three parts – user support, back-end configuration, and asset management. We rely on the local CMMS administrator to provide first tier support to agency users and aggregate support tickets on their behalf. This usually involves user login support as well as system operational help. This role can be shared among several administrative users at the agency.

Back-end configuration may be a different users or users. This person will be responsible for making modifications to existing forms and possibly creating new forms. They will also be responsible for modifying workflows, creating common reports, providing Grid and Map views, and focusing new system development. We will perform these functions for you as part of your yearly licensing, but some customers prefer to do it themselves.

The third component is asset manager. This person will take a big picture view of asset performance, resource allocation, analytical reporting needs, and system modifications. This may be yet a different user than either of those described above. This is often an analyst position or a traditional asset manager.

8.3.4. Disaster Recovery and Business Continuity

Because MobileMMS is a SaaS hosted in the Microsoft Azure cloud environment, we rely heavily on their platform to manage the redundancy of our application. MobileMMS is mirrored across three geographically diverse locations with independent backups at each location. The application is load balanced across these sites and should one go down because of a disaster or other interruption, the other locations will pick up the additional load until the situation resolves.

8.3.5. Uptime Guarantee

We provide 99.9% availability calculated on a monthly basis during the hours of 6:00 AM to 6:00 PM. Outside of these hours, we perform system updates and maintenance where the availability is closer to 99.5%. We have had only 2 unplanned outages that lasted more than 15 minutes in the 8 years since we launched the application. We perform updates and upgrades during off hours and they usually result in less than 1 minute of down time. Our modern architecture allows us to perform updates with minimal if any down time and customers generally don't notice. If we expect any sort of prolonged planned outage, we notify all of our primary contacts via e-mail with plenty of advanced notice.

8.3.6. Monitoring for Security Threats

We employ numerous mechanisms to safeguard data including firewalls, anti-virus software, limited access based on permissions, two factor authentication (TFA), stringent password requirements, robust network protocol limits, logging and employee training. We perform external penetration tests on a bi-monthly basis and internal network security audits on an annual basis. Azure cloud provides DDOS projection at all points.

8.3.7. End-User Browser and App interface

We have two methods of using our application – web application and an IOS/Android App. Any system that can use a modern web browser (e.g., Edge, Chrome, Safari, Firefox) can use our web application. There are no hardware limitations. Any IOS or Android device at the current version of no more than two versions back can download our App from either the App Store or Google Play. The App does not require wireless or cellular internet connectivity to function. When the device becomes connected it will bidirectionally synchronize all data.

8.3.8. Concurrent Users

The MobileMMS software is a multi-tenant SaaS based software hosted in the Microsoft Azure cloud environment. We have architected our system so that it can used by numerous users concurrently without it impacting the performance. Furthermore, we have implemented

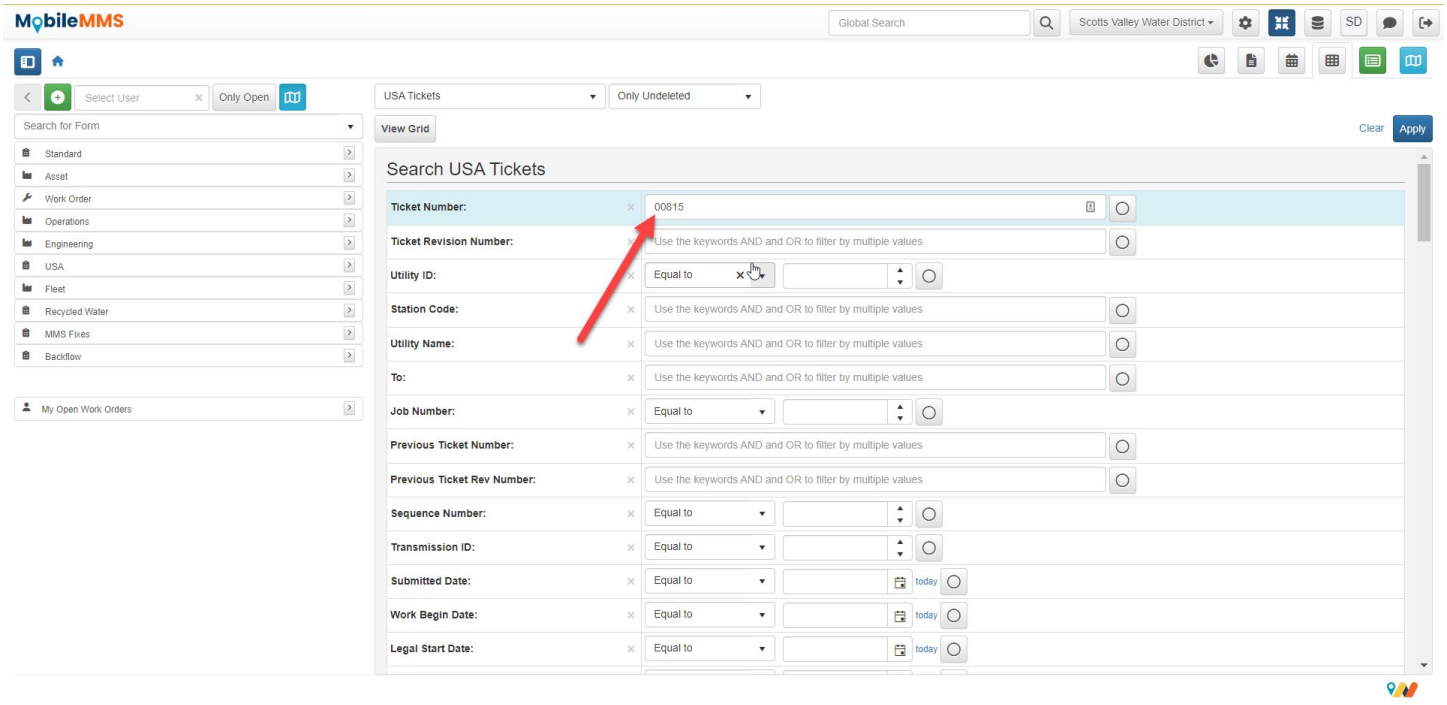
scalability features which automatically adjust the resources used by MobileMMS during heavy usage periods. In the end, there is no limit to the number of users that can concurrently use the system without degradation in performance.

8.3.9. QR or Bar Code Reading

You can scan QR and Barcodes using the App. It will employ the camera to read the code and automatically insert it into any field. Some customers use this to search for an asset or inventory part number on site while others use it to populate asset number and part numbers into work orders.

8.3.10. Ad-Hoc Query

Because we have a low-code platform, we ensure that even when a form changes, that you can query all of the fields. Our query builder, therefore, is dynamic in the same way that the form is dynamic. You can search for any field from any form in the system. Below we show a query for a particular USA address to see historical tickets.



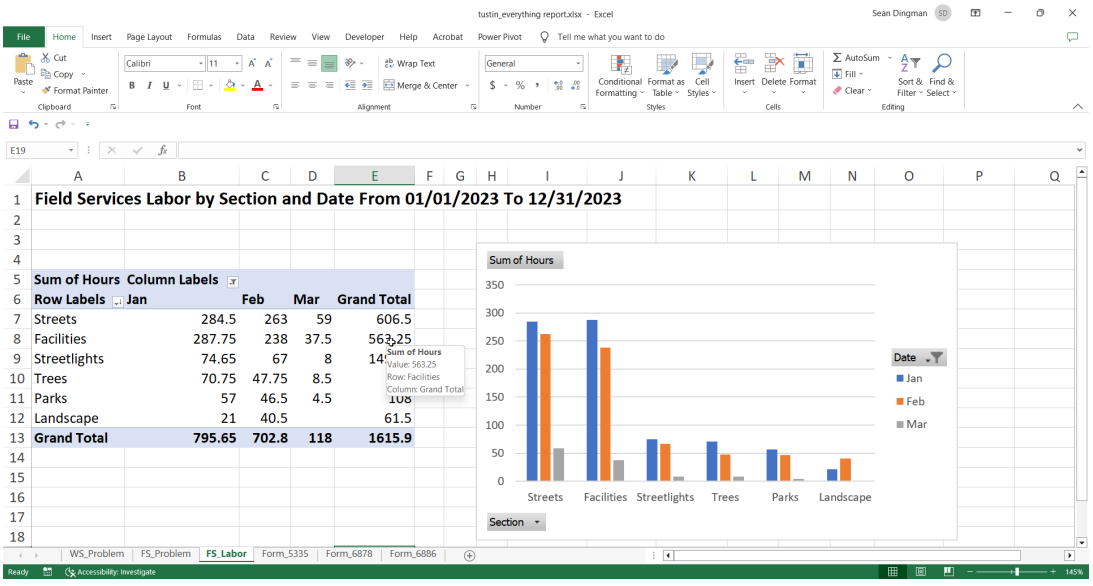
8.3.11. Data Entry Controls

We employ various data entry controls including dynamic forms, filtering, workflows, validation, and error checking. Dynamic forms allow fields to conditionally populated based on previous field entries. We would classify this as order of entry controls. MobileMMS also employs field filtering based on previous field entry. We use this, for example, to filter problem codes based

on the asset type associated with a form. Our workflow automatically populates other fields based on conditional information entered within a form or based on the associated asset, asset type, or location. MobileMMS forms also provide validation through easy-to-use drop downs, range values on numeric entries, help text, and calculated fields. MobileMMS highlights required fields and shows these fields as red whenever they are out of range. Lastly workflows provide behind the scenes routing and other associated form modifications to allow the simplification of the data entry process.

8.3.12. Reporting Technology

Our customers use a variety of reporting tools. Since we provide a low-code solution, our reports are also dynamic. We tailor each of our standard reports (work costs, delinquent tests, common field issues, water quality state reports) based on the data contained within each of the forms. Just like the rest of our system, our report building engine provides our end users the ability to combine data from related forms in a way that reflects their unique was of doing business. Some of our customers use our API to connect to 3rd party reporting tools as described below. Other's use our reporting interface to create Excel-style reports that mimic their internal reporting needs. Below we show how Tustin creates their monthly reporting in an Excel workbook.



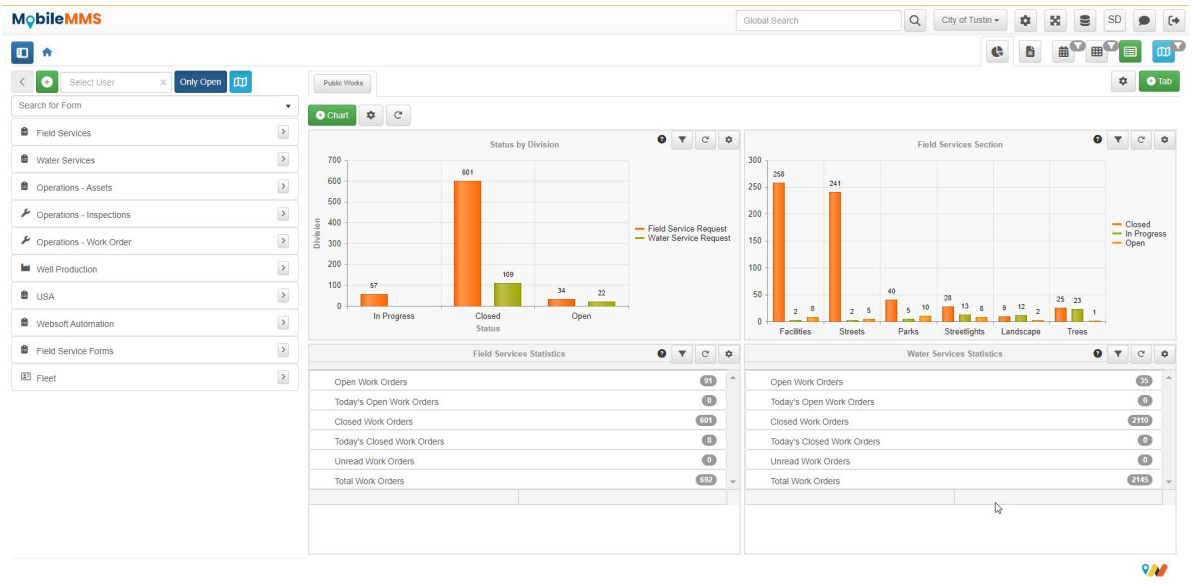
Sum of Hours	Column Labels			
Row Labels	Jan	Feb	Mar	Grand Total
Streets	284.5	263	59	606.5
Facilities	287.75	238	37.5	563.25
Streetlights	74.65	67	8	149.65
Trees	70.75	47.75	8.5	127
Parks	57	46.5	4.5	108
Landscape	21	40.5		61.5
Grand Total	795.65	702.8	118	1615.9

8.3.13. 3rd Party Report Writers

Direct integration with 3rd party reporting tools such as Tableau, Power BI, Aveva, Wonderware, SQL Server Reporting Services, Zoho Analytics, and many more. Through our API, we can connect directly to any modern reporting engine. We also connect to legacy report writers through nightly update scripts that import data from our system.

8.3.14. Dashboard Technology

Like our report writer, our dashboard technology provides the same flexibility. You can query any form in a graph, chart, or table to produce an instance view on anything in the system. You can make these dashboards private or share them with the organization. Below we show a sample dashboard for the City of Tustin.



8.3.15. Workflow Management Tool

MobileMMS has a robust workflow management tool as briefly described above under data entry controls. In addition to controlling the end user experience, our workflow manager can perform the following tasks along with many more:

- Route forms based on conditions with the current form or related forms
- Update relate forms
- Secure the form from further editing
- Update Preventative Maintenance schedules
- Notify any user or non-user in a variety of ways
- Run webhooks to trigger internal or external events based on data from any source

8.3.16. API and Security

The MobileMMS software includes access to REST based web services API to every user of the system. Access to the API is controlled in the same way as the users in MobileMMS and the resources are secured with the same permissions that are configured in MobileMMS. Users have permissions to use resources in the API in the same way they have permissions within

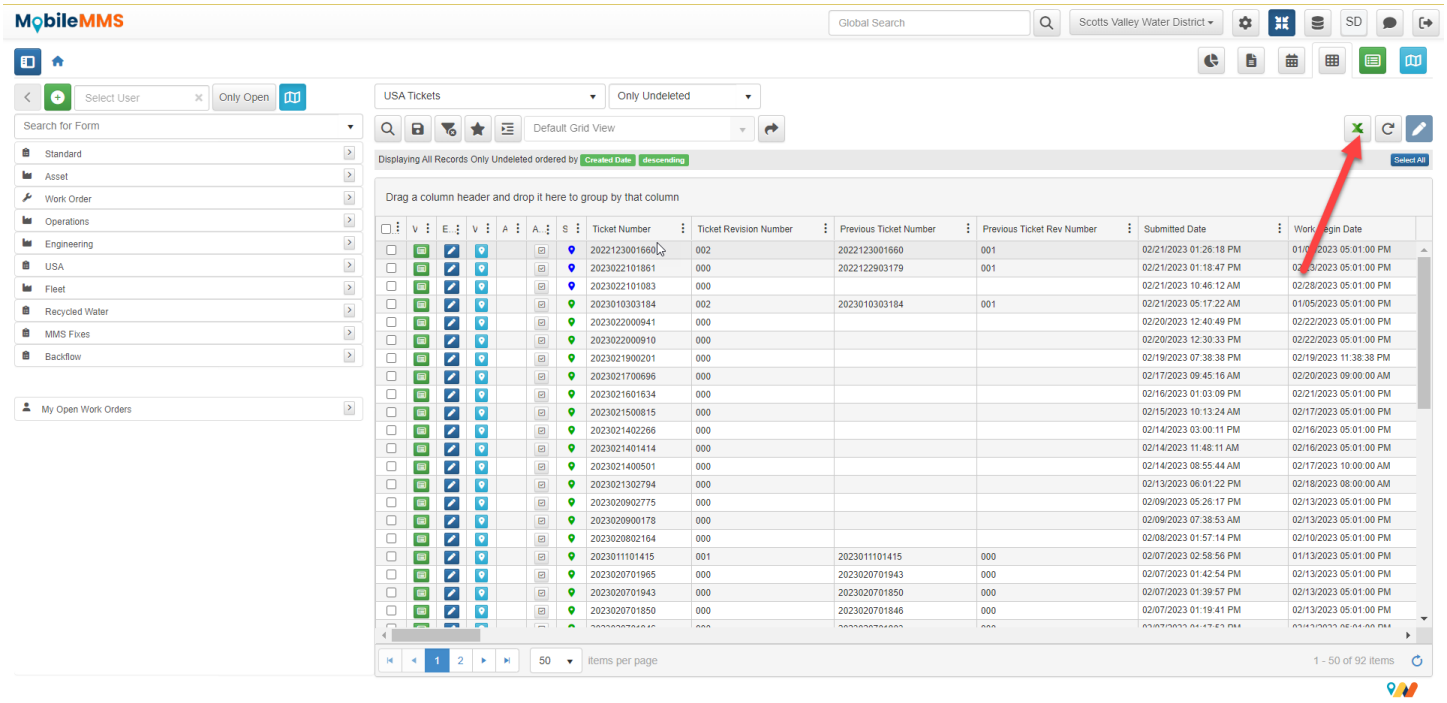
software. We rely on our customers to provide us with secure access to internal resources such as mapping and SCADA data. In most cases, if we are accessing a customer's resources such as their SCADA system that is contained within the customer's internal network, we use our MobileMMS connector product to connect to those resources with whatever security measures are required.

8.3.17. Document Storage

All documents/files associated with records in MobileMMS are stored using the MobileMMS database where metadata and relationships about the document/file are kept using Microsoft Azure's Blob Storage. All data is secured using Microsoft Azure's security mechanisms including firewalls and security policies and cannot be accessed without the proper credentials and authority.

8.3.18. Data Sharing with MS Office Tools

Our Grid View provides querying and ad-hoc reporting of all data in the system. You can filter, combine, sort, and select fields to be reported. In addition to being saved, these reports can be downloaded in .xlsx format. In addition, any report can be outputted in MS Word format.



8.3.19. Data Storage Limits for Attached Files

No data storage limits.

8.3.20. Access to Unsecured Map Services

We provide access to unsecured (public) map services.

8.3.21. Access to ESRI Portal-tier Services

We generally work with the agency's on-site AGS server/portal or host our customer's data on our ArcGIS Enterprise since it provides better flexibility. We also support ArcGIS Online as a hosting alternative.

8.3.22. Access to ESRI ArcGIS Online Services

While ArcGIS Online provides a reduced level of functionality compared to hosting the data on an ArcGIS Enterprise platform. We do, however, offer the ability to access ArcGIS Online services. ArcGIS Online, for example, does not provide the real-time ability to enable feature service writing which is a cornerstone of having field staff update the positing, attribution, and theming of features based on work performed within MobileMMS.

8.3.23. Data Ownership

Our customers retain full ownership of all data with no extra charges or fees upon termination of the contract. Many of our customers have us provide a periodic database of all system information for backup purposes. We can provide this as a SQL Spatial database or a geodatabase with associated Excel components.

8.3.24. Unauthorized Data Intrusions and Data Privacy

We have not experienced any unauthorized data intrusion events in the past 60 months. We have not had any customers lose any data or had any theft of customer data. We can provide our Information Security Policy document that addresses these issues if requested.

8.3.25. Asset Management and ISO 55000-02

MobileMMS provides a complete asset management solution including the following features:

- Total asset cost
- Expected life calculation based on any system factor (e.g., cost, labor, work orders, condition)
- Predictive maintenance
- Underperforming assets
- Asset assessment based on condition assessment, risk analysis, criticality determination
- Overall system health with hotspot dashboard
- Complete CIP planning including scenarios based on adjustable weighted factor analysis

- Asset performance comparison based on any underlying attribute

ISO 55002 provides for the implementation of asset management for physical assets. Our system has full support of this standard.

8.3.26. Upgrade Path and Update Process

Because our solution is a SaaS, we do not offer upgrades or updates in the traditional sense. Instead, our software is undergoing constant improvement and we offer these improvements immediately to our customers. Customers are able to report bugs and product enhancements through our support portal. The reports are reviewed and prioritized by our product manager and then submitted into our development cycle. Bug fixes are generally given the highest priority and enhancements are reviewed for impact for overall user base and functionality and rated accordingly.

Typically, our software receives some type of modification every week. Major enhancements undergo customer evaluation on our staging servers before they go live. Minor bug fixes are tested internally. When we push these modifications, all users are required to refresh their systems before they can continue using the software. Major enhancements also use onboarding which is a short tutorial on using the new features. Once the customer has reviewed the tutorial, they will not be presented with it again.

We view our roadmap as a trade secret and would be glad to present it to you in a private setting. In general, over the next year, we are working on the following functionality

- IOS/Android App focused field work
- Reporting improvements
- Extended third-party partnerships with existing billing and reporting systems
- Public-facing permitting system (exists customer side currently)
- Configurable web service request portal

8.3.27. Planned Outages

We schedule our nightly maintenance between 3:00 AM and 5:00 AM. During this period, the system will respond slower than normal but will still remain responsive. We use this time to run backup routines and to push any updates. We do not notify customers of routine updates to the system that include bug fixes or minor feature improvements. For larger updates we use our Zoho customer management system to notify all customer administrative contacts of planned updates and provide a link that they can use to test the updates in advance. Depending on the update, we schedule these notifications between one month and two weeks in advance.

8.3.28. Cloud-based Offering Installation Requirements

There is no customer-side on-premise installation of our application. If users wish to enjoy the benefits of our App on their Android or IOS platform, they will need to install our App from Google Play or the App Store.

8.3.29. Web-browser Limitations

We do not have any web-browser limitations. We recommend that our customers use Google Chrome, Microsoft Edge, Mozilla Firefox, or Apple Safari. The browser should be within the last three updates on the respective platform.

8.3.30. API Integration

MobileMMS has a sophisticated API that provides access to all aspects of the system. We use this API to provide integration will over 50 different customer systems including Utility Billing, CCTV Inspection, Financial Accounting, Reporting Platforms, Time Management, GIS Services, other CMMS products, and our Android/IOS App. Customers use user API through code development, scripting, and ETL products such as Safe Software's Feature Manipulation Engine (FME) product.

8.3.31. Single Sign On

MobileMMS supports integration with Microsoft Active Directory and/or Active Directory Federated Services, or Azure ADFS so that employees can use their credentials to automatically login to the solution (Single Sign-On) without asking them to use different credentials or need to provide the credentials manually.

8.3.32. Service Level Agreement (SLA)

We will provide an SLA upon request.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **ALYSSA STUTZ, CITY ENGINEER**

RE: **STREETLIGHT DATA SOFTWARE SUBSCRIPTION – FUNDING SOURCE CORRECTION BUDGET ADJUSTMENT**

DATE: **JANUARY 7, 2025**

SUMMARY

City Council will consider approving a change to the funding source for the StreetLight Data subscription, from Traffic Impact Fees to existing appropriation included in the Fiscal Year 2024/25 budget.

DISCUSSION

In November 2024, City Council approved an annual subscription agreement to StreetLight Data. Funds would come from Traffic Impact Fees. Unfortunately, it has come to staff's attention that Traffic Impact Fees cannot be used for recurring costs, such as subscriptions. Staff would like to amend the funding source to use existing appropriations included in the fiscal year 2024/25 budget. The Montgomery and Myers Street resurfacing projects came in under budget. Staff would like to use those dollars to cover the cost of the subscription for Year 1. For future years, the Public Works Administration Fund will include this cost in the software budget.

As a reminder, StreetLight data offers a sophisticated approach to traffic analysis by leveraging anonymized location data from mobile devices. This technology allows us to gain insights into vehicle movements, including speed, frequency, and time of day, across various streets and neighborhoods. By harnessing this data, we can identify hotspots for speeding and analyze trends over time, which will be crucial for targeted interventions and capital improvement project decision-making.

Utilizing StreetLight data can also support our efforts to enhance community engagement by providing transparent, empirical evidence of traffic issues. By sharing this data with residents, we can foster a collaborative environment where the community understands the rationale behind our capital improvement strategies.

Integrating StreetLight data into our traffic management and capital improvement planning will empower us to tackle the speeding issue more effectively while ensuring that our decisions are grounded in accurate, actionable data. This approach not only addresses immediate safety concerns but also lays the foundation for sustainable traffic management practices moving forward.

InSight Packages	**Option 1:** Safety Data Essentials	**Option 2:** Cities Package	**Option 3:** Premium Planning Solutions
Metrics	Network Performance (Speed, Volume, Congestion, Travel time, VMT, etc.)	Network Performance, Turning Movement Counts, Network Origin-Destination	*Option 2* + Top Routes, Home & Work locations, Historic Active Transportation (Bike & Ped), Truck (Heavy Weight), Historic Transit (Bus & Rail)
Sales Price	$5,250 / annually	$19,999 / annually	$29,999 / annually

FISCAL IMPACT

$30,999 in Year One from appropriation savings in existing budget, then $29,999 annually from the Public Works Administration software budget. Year One includes $1,000 for software training.

ACTION REQUESTED -

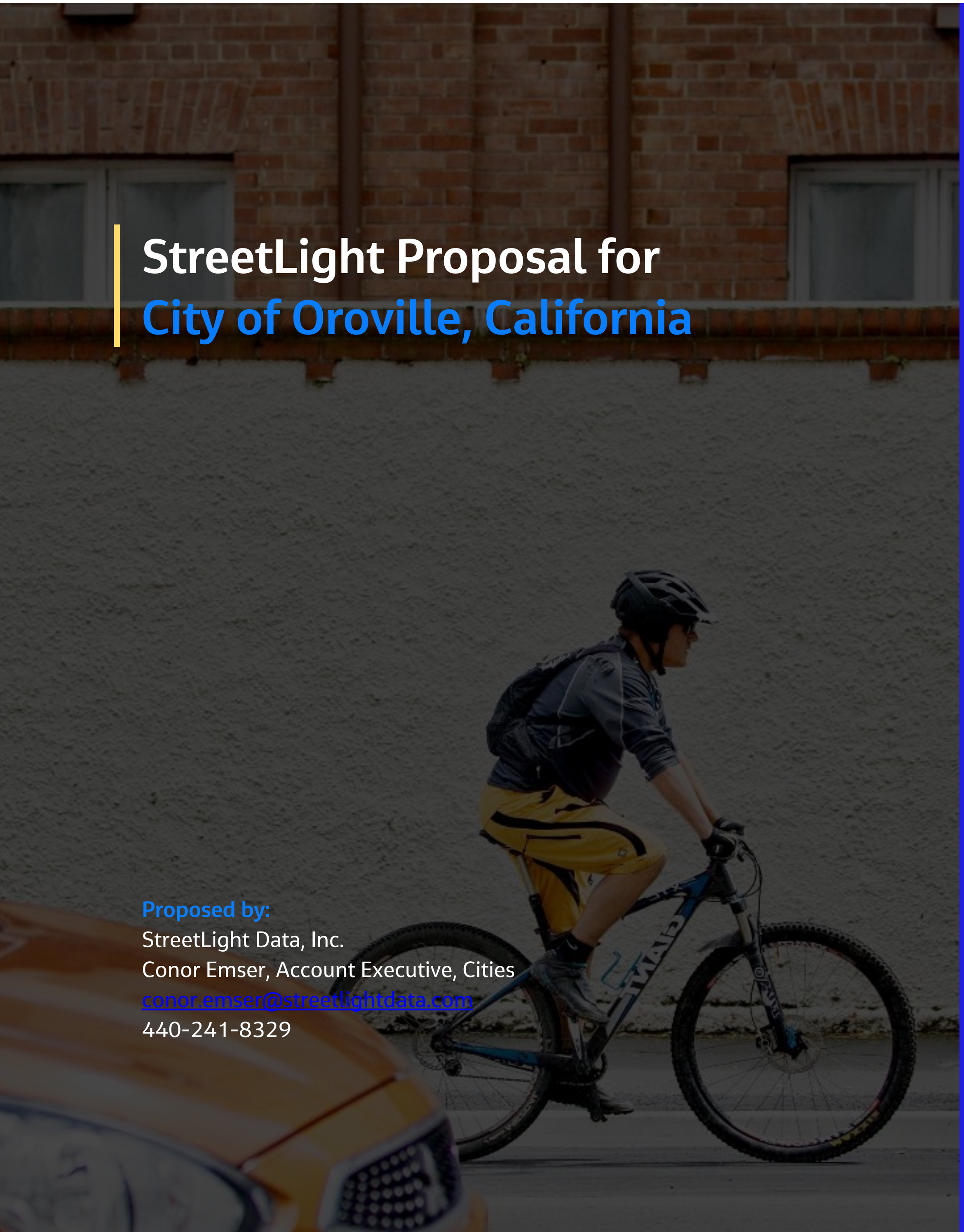
Approve budget adjustment to add in annual subscription agreement StreetLight data (Premium Planning Solutions) in the amount of $30,999, using existing appropriates in the Fiscal Year 2024/25 budget (5/7 vote required).

ATTACHMENTS

StreetLight Proposal

STREETLIGHT

StreetLight Proposal for City of Oroville, California



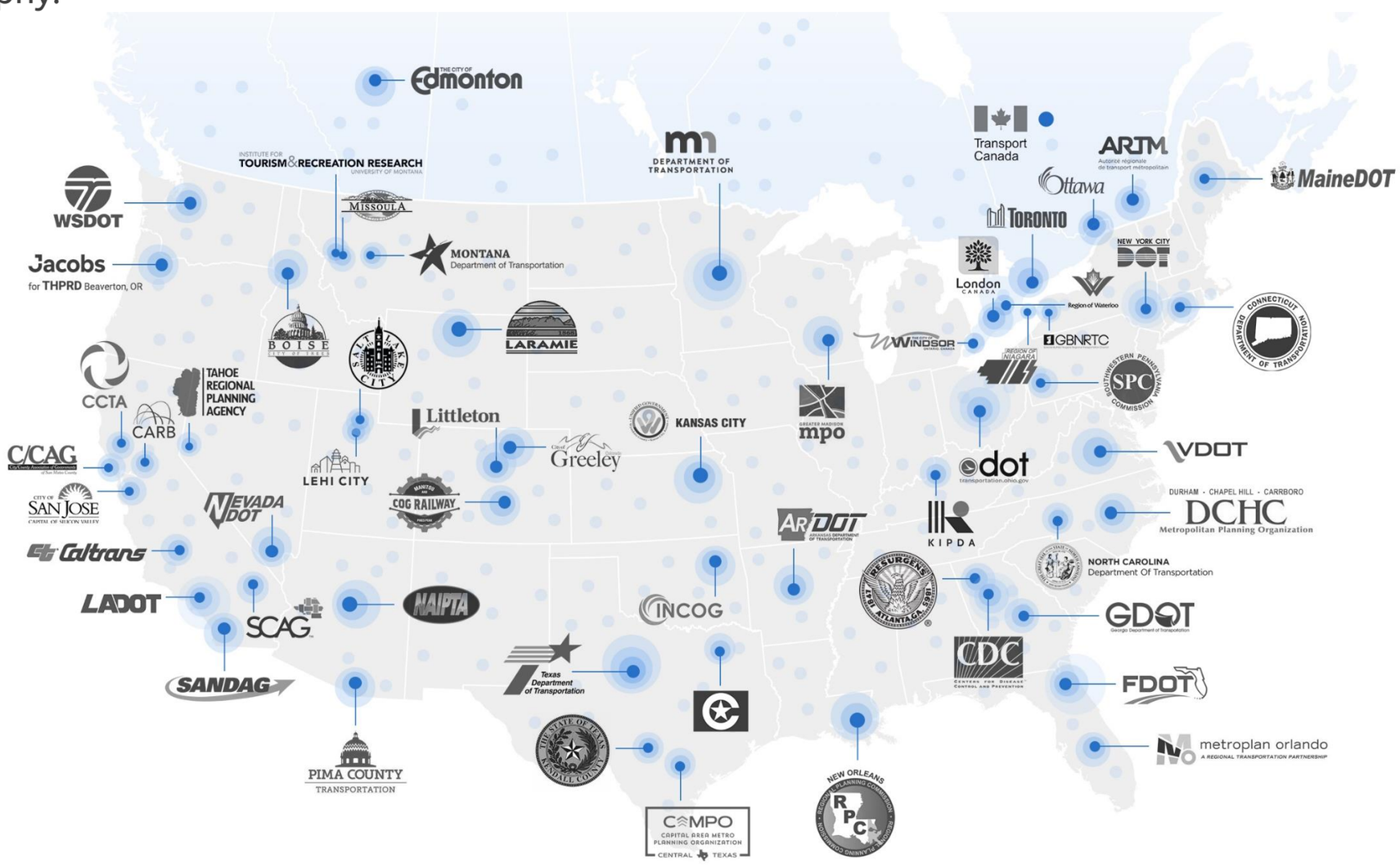
Proposed by:
StreetLight Data, Inc.
Conor Emser, Account Executive, Cities
conor.emser@streetlightdata.com
440-241-8329

ABOUT STREETLIGHT

StreetLight Data, Inc. (“StreetLight”) pioneered the use of Big Data analytics to shed light on how people, goods, and services move, empowering smarter, data-driven transportation decisions. StreetLight applies proprietary machine-learning algorithms and its vast data processing resources to measure travel patterns of vehicles, bicycles and pedestrians, accessible as analytics on the interactive StreetLight InSight® SaaS platform. Acquired by Jacobs as a subsidiary in February 2022, StreetLight provides innovative digital solutions to help communities **reduce congestion**, **improve safe and equitable transportation**, and **maximize the positive impact of infrastructure investment**.

Trusted by transportation agencies since 2011

With projects in 48 U.S. states and all 10 Canadian provinces, our Metrics have been used and validated by hundreds of public agencies, transportation consulting firms, and private companies. In addition, several state transportation agencies, MPOs and large cities, including Virginia DOT, Ohio DOT, Minnesota DOT, Washington State DOT, Maine DOT, Los Angeles DOT, and New York City DOT, have software-as-a-service subscriptions that allow them to run an unlimited number of analyses within their geography.



Jacobs · steer · AECOM · CDM Smith · Kimley»Horn · FEHR & PEERS · Stantec · HDR · PARSONS · + many more!

FORD MOBILITY · Uber · SIEMENS · SPIN · BCG · Bloomberg NEW ENERGY FINANCE · Alaska AIRLINES · MACQUARIE · + many more!

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STREETLIGHT

What sets StreetLight apart

Industry-leading Big Data Sources: With over 10 years of history, StreetLight has the most robust historical data foundation and an unmatched empirical understanding of mobility. With a long history of routinely evaluating, benchmarking and picking the most reliable data sources, we have built a repository of several hundred sources that contribute to our Route Science® engine.

On-demand Software - get quick access to data that makes decisions better: The software-as-a-service subscription model allows your organization to run an unlimited number of analyses within your geography without incremental costs, making it affordable to collect data regularly and to study behavior changes over time. The easy-to-use software platform allows your team to independently run their own analytics on demand with specific, customized parameters (i.e., type of day, time of day, bicycle or vehicle trips, etc.). You can also prove out the efficacy of projects with data-driven insights to justify your decisions and demonstrate impact.

StreetLight's leading mobility analytics solution enables transportation professionals to:

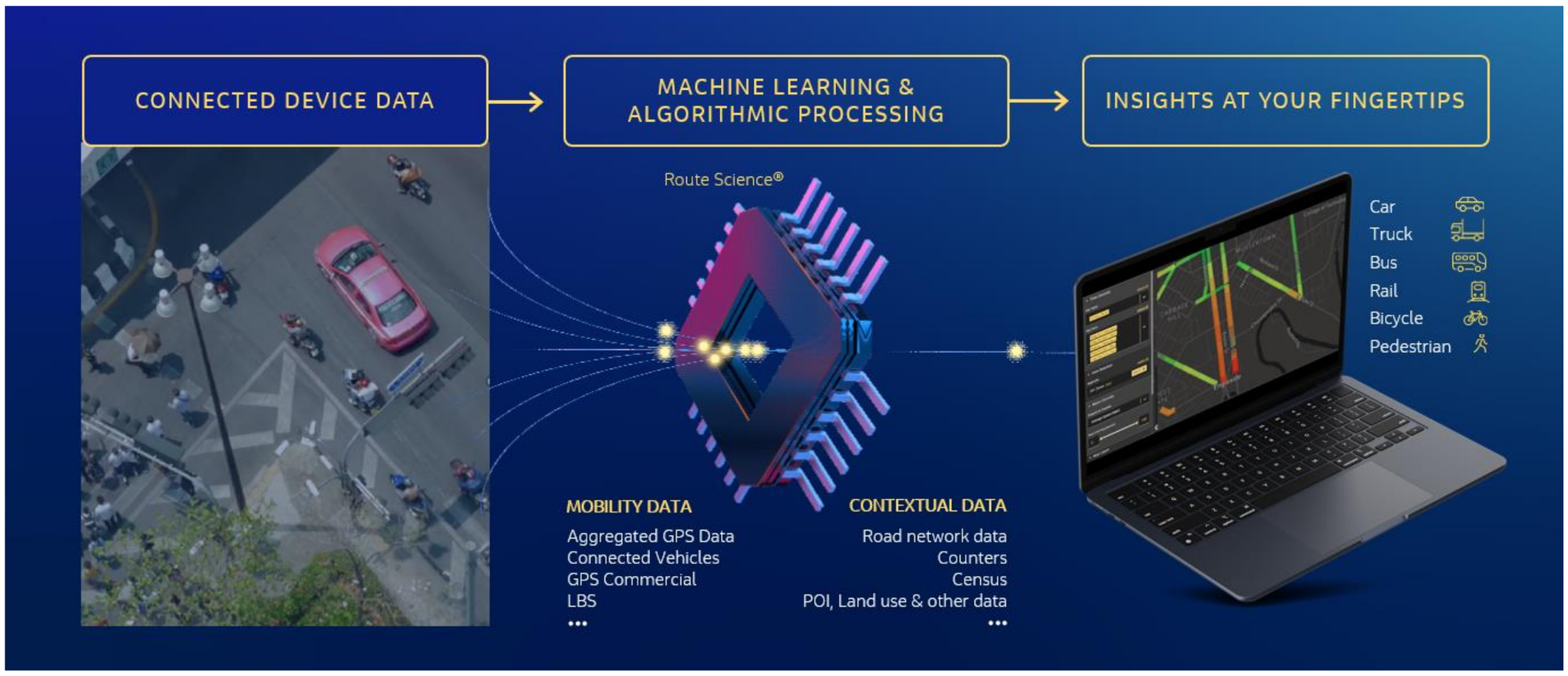
1. **Use the most widely adopted transportation platform, validated by agencies nationwide.**
2. **Measure transportation at any level of spatial and temporal granularity.**
3. **Access mission-specific tools, purpose-built by transportation experts and tailored to your team's biggest needs.**
4. **Leverage the deepest repository of mobility data in the marketplace – and new data sources as they emerge.**
5. **Trust that we are going to be around for the long-run – part of Jacobs, a trusted partner to the public sector for decades.**



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STREETLIGHT

Big data intelligence means accurate insights without months of data collection



It begins with Big Data

Every month, StreetLight ingests, indexes, and processes vast amounts of location data from connected devices and connected vehicles, then adds context from numerous other sources like parcel data and digital road network data – to develop a view into North America's complex network of roads, bike lanes and sidewalks.

Route Science®, more data, and validation

Next, StreetLight's proprietary data processing engine, Route Science®, algorithmically transforms trillions of location data points over time into contextualized, aggregated, and normalized travel patterns. StreetLight validates them using thousands of traffic counters and embedded sensors.

Metrics for millions of roads and census blocks

Route Science® then normalizes and aggregates the data into analytics, delivering unique insights into how vehicles, trucks, bicycles, pedestrians, buses, and more move throughout the transportation network. Accessible via StreetLight InSight®, the world's first on-demand web platform for transportation, users can analyze, visualize, and compare travel patterns at multiple spatial levels.

STREETLIGHT SUBSCRIPTION

Cities Subscription

This proposal details an annual subscription for City of Oroville to StreetLight InSight®. Cities Subscription allows you to run an unlimited number of StreetLight InSight® analyses during the year within the limited geographic region[1] around the city. Use will be subject to a standard StreetLight End User License Agreement.

Planning Solutions	Features Included	Modes Included
Cities Package	Network Performance, Turning Movement Counts, Network Origin-Destination	All Vehicles

Subscription Fee

Cities Subscription Fees are dependent upon the type of Solutions Packages (made up of specific StreetLight Metrics and modes) and the number of Traffic Analysis Zones (TAZs)[2] within a region. For this proposal, Cities of Oroville region is assumed to be made up of 18 TAZs.

Annual Subscription Fee		
	ITEMS	**COST**
SUBSCRIPTION		
Planning Solutions – Cities Package	Cities Package: Network Performance, Turning Movement Counts, Network Origin-Destination	$19,999
Active Transportation Mode Add-on	Bike & Pedestrian Data	$10,000
ADDITIONAL ITEMS		
PREMIUM TRAINING	Fundamental Concepts: 60-minute use-case driven 1 on 1 virtual training	*$1,000*
ACCESS		
USER SEATS[3]	10	*Included*
TOTAL		*$30,999*

Customer is responsible for all applicable taxes. Subscription fees are payable at time of purchase.

This quote is valid until 11/29/2024.

All subscriptions include*:

- Interactive dashboard
- Project sample size
- Time period settings including Day Types, Day Parts, Monthly Data Period, 15-minute bin day parts
- Standard Support, eLearning Training Portal and live trainings, Help Center

**where applicable*

[1] City of Oroville, CA will be limited to running analyses for trips that start, end, or pass through the city with a 0.5 mile buffer
[2] TAZ is defined as U.S. Census Traffic Analysis Zone
[3] User Seats include up to [x] staff members or consultants who will be allowed access to the web application

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OTHER STREETLIGHT SOLUTIONS

For Agencies and Consultants				Data Products
PLANNING SOLUTIONS	**SAFETY SOLUTIONS**	**OPERATIONS SOLUTIONS**	**CLIMATE SOLUTIONS**	**MOBILITY DATA SOLUTIONS**
Transportation Modeling	Safety: Data Essentials	Construction	GHG Measurement	Mode Packages
Corridor Studies	Safety: Prioritize	Traffic Monitor	EV Charger Deployment	StreetLight Advanced Traffic Counts
Corridor & Congestion Management				Connected Vehicle Journeys
Roadway Volumes				Connected Vehicle Events
Intersection Studies				
Active Transportation Mode Share				
Freight Planning				
Local Traffic Studies				
Cities				

MORE SOLUTIONS

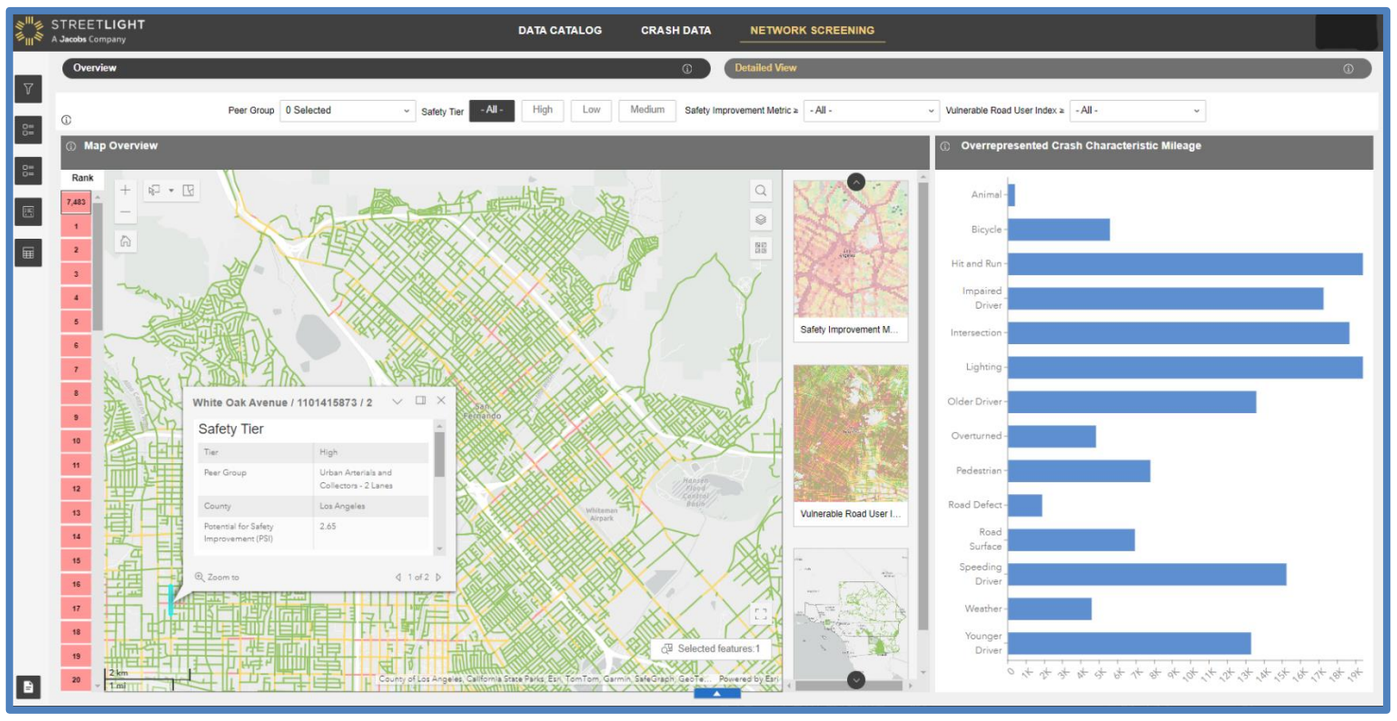
Safety Solutions: Prioritize tool

StreetLight 's Safety Solutions tool, Prioritize, combines data-driven analytics and industry expertise to prioritize the right safety improvements. This product includes custom bespoke dashboards that span from visualizing huge amounts of data on crashes and volume to producing contextualized countermeasures to address your highest safety concerns. Key dashboards can include:

- **Crash Data Viewer:** Integrated data from a variety of novel and traditional sources (crashes, connected vehicles, etc.) that visualizes, filters, and summarizes digitized crash records.
- **Equity Layers:** Equity layers to review for alignment with Justice40 for enhanced funding opportunities.

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- **Safety Improvement Metrics and Vulnerable Road User Index:** Heatmaps of locations with high potential for boosting safety and areas over-indexing on vulnerable road users.



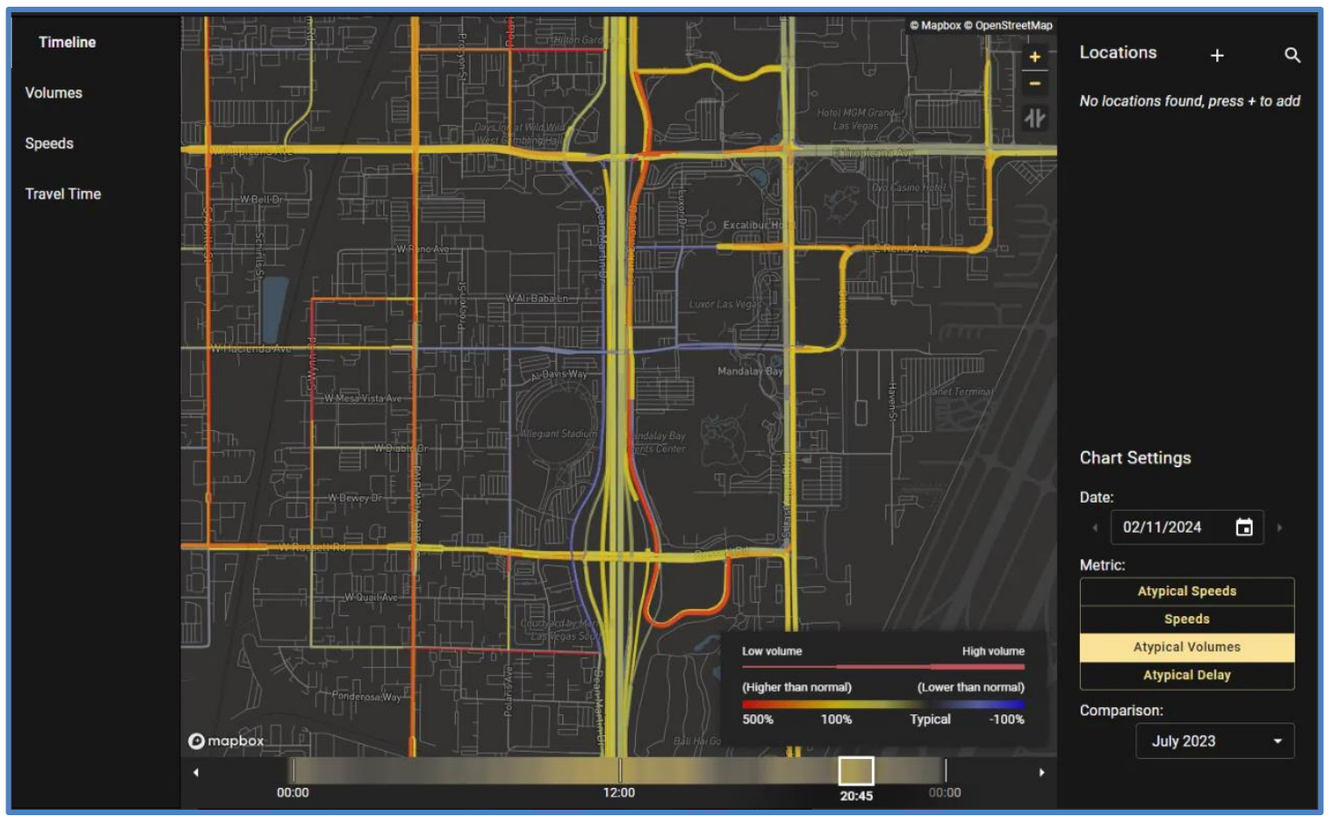
- **Network Screening:** Comprehensive and transparent regression analysis to screen your network and pinpoint safety hotspots.
- **Countermeasure Treatments:** Interactive selection process, including cost-benefit analysis, for more informed countermeasure diagnosis.
- **Measuring Effectiveness:** Continuous monitoring of safety treatment effectiveness by integrating existing project locations and before/after crash analysis.

Operations Solutions: New Traffic Monitor product

Reduce the headache that comes from traffic disruptions with instant access to real-time transportation insights directly from your computer. StreetLight provides a comprehensive solution for pinpointing and mitigating traffic disruptions with traffic pattern insights on any roads – without installing sensors. The Traffic Monitor product provides insights to help with the following:

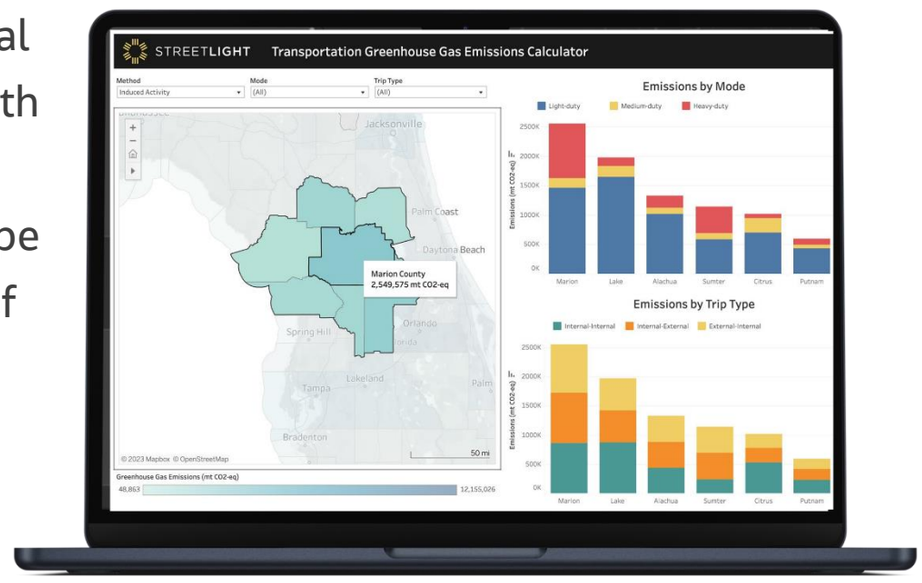
- **Plan smart:** View traffic patterns on all roads to optimize for the most efficient detours and closure windows before disruptions.
- **Make real-time adjustments**: Dynamically manage traffic and build targeted communication during disruptions with real-time traffic flows.
- **Analyze post-disruption**: Evaluate travel patterns to understand successes, failures for better future planning.

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Climate Solutions: GHG Measurement product

StreetLight provides easy access to recent, validated, empirical data to establish reliable GHG baselines and communicate with the public. This includes a GHG data set that breaks out trip type (internal-internal, external-external, etc.) and vehicle type (vehicle, truck, EV avoided emissions) to see the full picture of what drives emissions. In addition, we provide different methodologies that analyze GHG within your jurisdiction or GHG from induced activity to ensure that you are measuring what your region can actually control.



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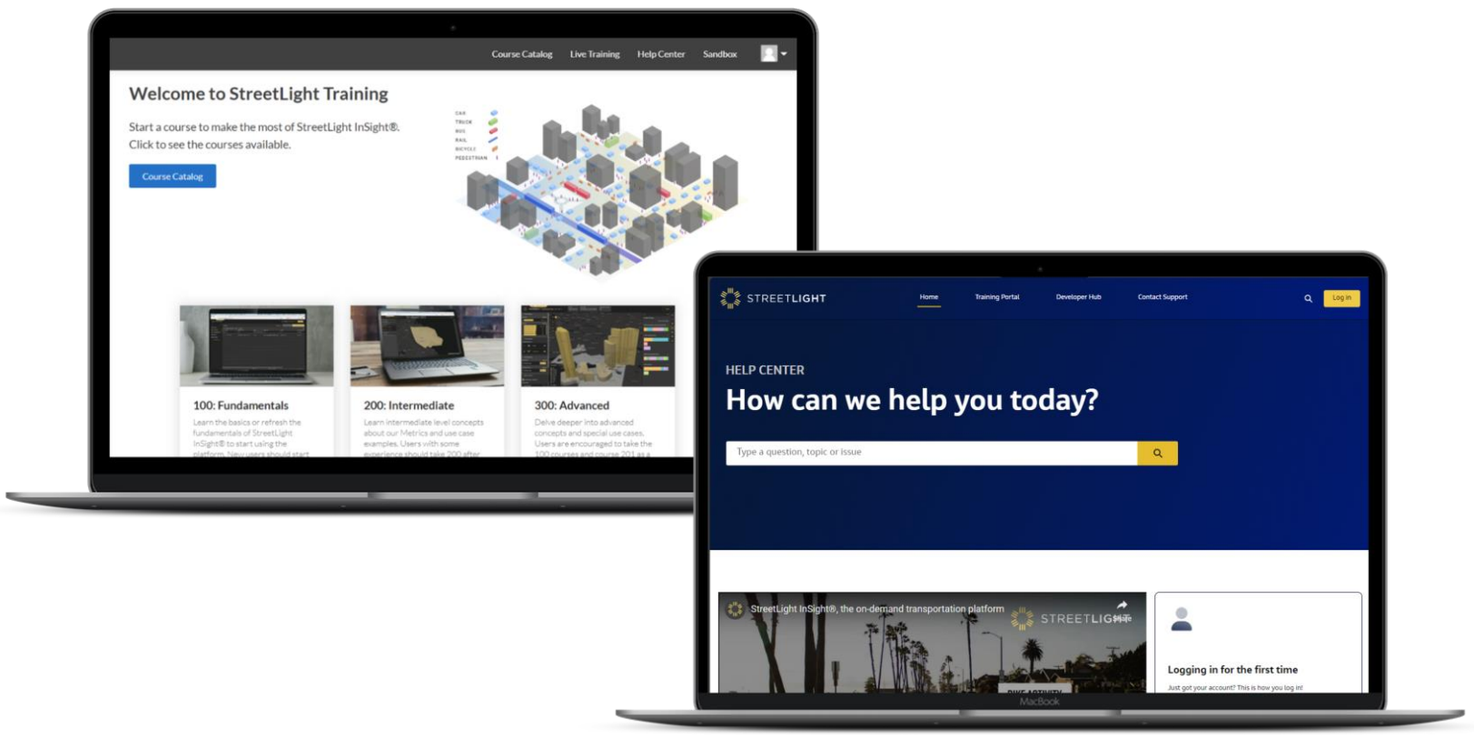
CUSTOMER CARE OFFERINGS

Self-paced Onboarding & Training

All users will have access to on-demand eLearning courses and live sessions via the StreetLight Training Portal, as well as in-app guidance. The guided eLearning courses include customized learning paths that introduce users to specific topics in bite-sized units, while the interactive live trainings offer in-depth group training sessions that tackle fundamentals, tips and tricks, and more advanced topics. StreetLight experts also regularly host Instructor Led Trainings on special topics open to all users.

Standard Support & Help Center

All users will have access to the StreetLight Help Center, a comprehensive online resource with 250+ articles that feature FAQs, best practices, tips and tricks, and more. StreetLight's Support Team is also available to answer questions users have on a day-to-day basis. The Support Team can be contacted via a Help Center form, and team members are available during normal business hours across all time zones in Continental North America. Standard Support initial response times are up to one business day. Customers that prefer rapid responses and prioritized tickets can consider StreetLight's Premium Support offering as detailed below.

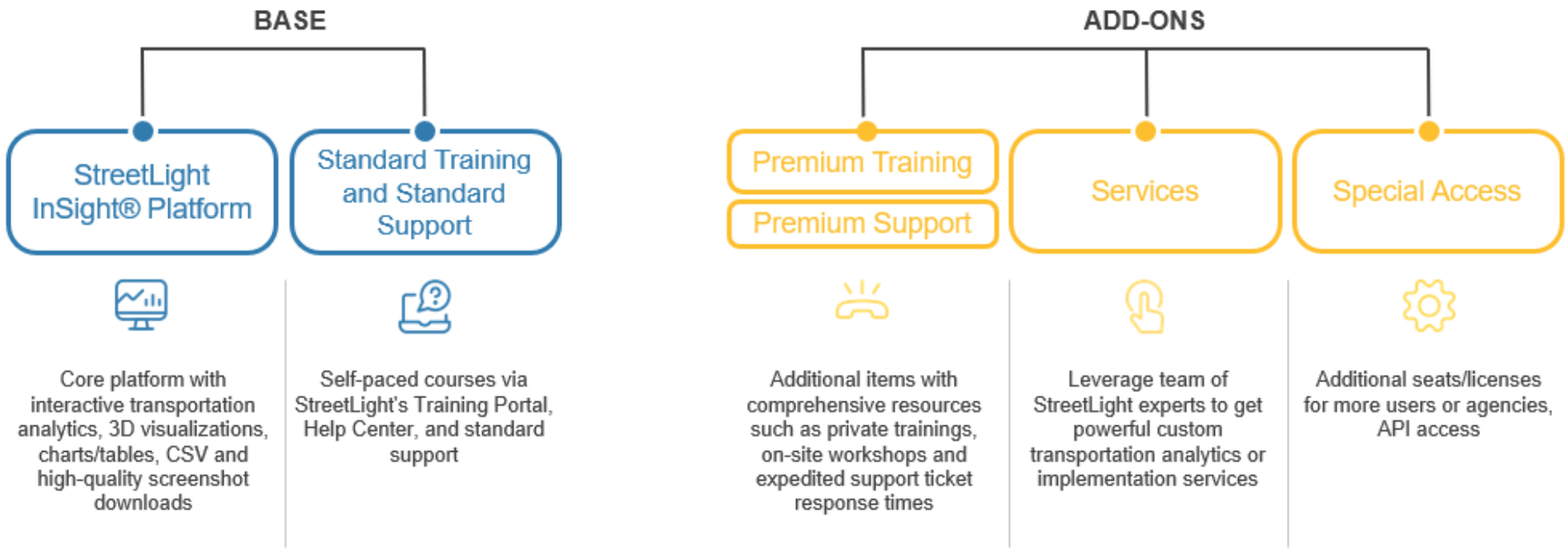


StreetLight Summit and User Group Meetings

StreetLight holds User Group Meetings and a virtual StreetLight Summit. These events provide opportunities for users from across different public agencies and engineering firms to present use cases and share examples about lessons learned from use of the StreetLight InSight® software. Training sessions, product roadmap "sneak peeks," and feedback sessions also occur.

Add-Ons

Our priority is your success utilizing StreetLight to get quick access to quality data-driven insights. In addition to the standard support and resources above, we also provide add-on Services, Customer Care and Product options to help accelerate your agency's time to value.



Services

For solutions that require custom implementation support or analysis with customized parameters not included in the StreetLight InSight® platform, StreetLight's Services team can provide you with Big Data experts to get powerful custom transportation analytics or implementation services to support your staff or uplevel your project reports. Options include:

Premium Customer Care

Premium Training

With Premium Training, fast-track your organization's StreetLight journey with customized training to make the most of the platform right away. This includes instructor-led private training sessions tailored to meet users unique needs, real-time expert guidance where you can ask questions and engage with expert instructors for a more interactive learning experience to help your organization master key concepts to swiftly unlock the full value of your subscription. Organizations can select from the following training options — Fundamental Concepts, Advanced Concepts, Custom Training, and On-Site Full-Day Workshops — depending on if they are looking to select from existing use cases or need something more tailored to your organization and geographical needs.

On-Site Training Workshop

This is an all-day (8 hours, with a break for lunch) event for users on-site at an agency location. The workshop will be led by two StreetLight instructors. The focus is on teaching users how to achieve specific use cases using the StreetLight InSight® platform customized to the agency's geography and

key projects. The event includes a “labs” portion with hand-on exercises for attendees. Attendee limitations only based on meeting space available at the agency’s location.

Premium Support

Premium Support allows your agency to get top-tier attention with advanced support and our fastest response times so you can focus on managing transportation. Includes direct access to a highly trained dedicated technical expert that ensures high quality coverage for all issues and faster response time and follow-up with prioritized case management (up to 4 hours during Support hours of 8am – 8pm ET, Monday - Friday), helping you get resolved issues prioritized faster to continue working on key projects.

APPENDIX: GLOSSARY OF STREETLIGHT TERMS

Analysis: A "run" or "query" within StreetLight InSight®. The user selects zones, a project type, and project options for each project, then runs the project by clicking "confirm.

Analysis Options: Available for most project types. These allow the user to configure options, such as day parts, day types, or data source, before running an analysis.

Commercial Vehicle Segmentation: Medium-Duty Trucks = 14,000 – 26,000 lbs., Heavy-Duty Trucks > 26,000 lbs.

Core Transportation Behavior Metrics: They include Origin-Destination, Origin-Destination with Middle Filter, Origin-Destination with Preset Geographies, Zone Analysis, Trip Attributes, Traveler Attributes, and Home and Work Locations.

Data Period: Months to analyze. Availability of data periods may vary based on mode of travel.

Day Part: Grouping of hours-of-the-day for an analysis. 15-minute bin day parts are available to analyze more granular metrics. If defaults are not appropriate, users can customize these values.

Day Type: Grouping of days-of-the-week for an analysis. If defaults are not appropriate, users can customize these values.

Free Flow Speed: The maximum Average Segment Speed in any one hour of the day in the data period.

Home and Work Locations: Inferred probable home and work locations for composite groups of people aggregated to 1km X 1km grids, Census Block Groups, ZIP Codes, metropolitan areas, and states.

Intersection: Contains three or fours "gates" that serve as zones. This is only available in the Turning Movement Counts analysis type.

Network Performance: Analysis that includes segment-level metrics, including VMT, VHD, Congestion/Free Flow Factor, Speed Percentiles and volume. View metrics by directionality and for custom-defined data periods.

Origin-Destination Matrix: Relative volume and average travel time of commercial and personal trips between origin and destination zones. Users may enter both origins and destinations of their choice or use a standard geography such as "all ZIP Codes."

Origin-Destination through Middle Filters (combine with O-D for Routing): Relative volume and average travel time of trips that pass through middle-filter zones, or links, when traveling between origin and destination zones.

Peak Hour Factor: Compares the busiest 15-minutes to the average 15-minute volume during the peak hour, indicating how consistent traffic volume is during the peak hour.

QuickViews: User-friendly tools with guided steps to scan geographies at scale, visualize macro-level trends, and easily share summarized results with stakeholders.

Segment Analysis: Provides the relative volume, speed percentiles including 85th percentile, average speed, travel time, VMT/VKT, vehicle hours of delay (VHD), and free flow speed of trips through corridors.

Specific Date: The ability to run single days as an analysis or different "collections" of days as a new day type. This feature also allows you to exclude certain days.

StreetLight AADT: Estimate of average annual daily traffic in 2022 (U.S.). You can also access historic AADT from 2017, 2018, 2019, 2020, and 2021. (Note: This Metric is provided as an estimated count based on 365 days of data.) StreetLight AADT Metric provides year-over-year comparability across the 2019-2022 data periods.

Top Routes Analysis: Identifies the road segments with the most traffic between selected origin and destination zones or traveling to or from a single zone.

Traveler Attributes: Inferred Trip purpose (Home-, Work-, or Other-based combinations), Demographics of Travelers (Race/Ethnicity, Foreign Born, Limited English Proficiency, Disability Status, Education Status, Household Income, Household Size/Family Status,

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Housing Tenure, Units in Structure, Vehicle Ownership).

Turning Movement Counts: Provides intersection volumes with 15-minute granularity, Peak Hour Factor, Peak AM/PM Metrics, and more.

Trip Attributes: Travel time, trip length, trip speed, trip circuity. Trip Attributes Metrics are provided as an average and as a distribution of values into customizable bins.

Trip Circuity: The average and distribution of circuity for trips between zones, or at a zone. Circuity is defined as (length of trip) / (crow's flight distance between start and end point).

Travel Time (seconds): The average and distribution trip time in seconds for trips between zones, or at a zone.

Trip Length (miles): The average and distribution trip length in miles for trips between zones, or at a zone.

Trip Speed (mph): The average trip and distribution speed in miles per hour for trips between zones, or at a zone.

Trips to or from Preset Geography Analysis: Origin-Destination by ZIP Code, Census Block Group, or Census TAZs, to a corresponding set of zones. This analysis type is ideal if you don't know your full zone matrix, and instead want to see how a set of zones relates to standard geographies.

Vehicle Hours of Delay (VHD): Is a measure of congestion and is calculated as the estimate of hours of travel in free flow speed subtracted from the hours of travel in congested speed.

VHD = (VMT/Congested Speed (Average Segment Speed) [MPH]) - (VMT / Free Flow Speed [MPH])

Vehicle Miles of Travel (VMT): It is a measure of highway travel demand and is calculated as the number of vehicles using a segment of highway multiplied by the length of the highway. Also, measured from trip metrics by multiplying the trips between Origins and Destinations by the average trip length of the trips.

Zone Activity Analysis: Relative volume of trips that originate in, have destinations in, or pass through each zone analyzed.

Zone Library: The Zone Library is a feature that lets you choose zones you want to analyze from a map without having to draw or upload zones into zone sets. This includes OSM Line Segments, Standard Areas (U.S. Zip Codes, U.S. Census Block Groups, U.S. Traffic Analysis Zones, U.S. Census Tracts, U.S. Cities and Counties, Canada Dissemination Areas, Canada Census Tracts, Canada Census Subdivisions), and Rail (Rail Agencies, Rail Lines, Rail Line Segments, and Rail Stations).

Zone Traffic: StreetLight trip value representing the volume of all trips at a zone. Depending on whether the zone is pass-through or not, this will represent trips that pass through the zone, or trips that start or end in the zone.

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APPENDIX: STREETLIGHT INSIGHT® FEATURES

	Key Metrics	Time Period Granularity	Geographic Granularity
AADT	Annual Average Daily Traffic Prediction Intervals	Annual (2017-2023)	Road Segment
Active Transportation Monitor	Avg. Annual Daily Pedestrian Volume Avg. Annual Daily Bike Volume Pedestrian Activity Trend Bike Activity Trend Pedestrian Mode Share Bike Mode Share Vehicle Mode Share Avg. Daily Vehicle Volume Vehicle Activity Trend Vehicle Mode Share	Annual (2019-2022)	Census Tract
Congestion Management QuickView	Vehicle Miles Traveled (VMT) Vehicle Hours of Delay (VHD) Travel Time Index Planning Time Index Reliability Factor Segment Traffic Volume Avg. Segment Speed Level of Travel Time Reliability Free Flow Travel Typical Travel Atypical Travel Level of Travel Time Reliability	Day Part (e.g., Peak AM, Peak PM) Day of Week	Road Segment All Segments in a Selected Area
Corridor Studies QuickView	Vehicle Miles Traveled (VMT) Vehicle Hours of Delay (VHD) Travel Time Congestion Factor Segment Traffic Volume Avg. Segment Speed 85th Percentile Speed VHD per Mile Travel Time Index	Time of Day (Hourly) Day of Week	Road Segment Corridor (Multiple Road Segments) Multiple-Corridor Groups

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STREETLIGHT

	Key Metrics	Time Period Granularity	Geographic Granularity
Network Performance	Avg. Daily Segment Traffic Avg. Segment Speed (5th-95th%) Avg. Daily Spot Traffic Avg. Spot Speed Avg. Segment Travel Time Vehicle Miles Traveled (VMT) Vehicle Hours of Delay (VHD)	Time of Day (Hourly) Day of Week Custom Data Month Selection Peak Hours	Road Segment Custom Gates
Network Origin-Destination	Origin-Destination Volume	Time of Day (Hourly) Day of Week Peak Hour Custom Data Month Selection (22-Month Data Period Window)	Road Segment
Origin-Destination	Zone Traffic Volume Origin Zone Traffic Volume Destination Zone Traffic Volume Middle Filter Traffic Volume O-D Traffic Volume O-MF-D Traffic Volume	Time of Day (Hourly, 15-Min) Day of Week Custom Date Period Selection	Standard Area Zone Custom Zone Polygon
Roadway Volume QuickView	Annual Average Daily Traffic	Annual (2021)	Road Segments
Segment Analysis	Segment Traffic Volume Segment Speed (5th to 95th Percentile) Segment Travel Time Travel Time Index Vehicle Hours of Delay (VHD) Vehicle Miles Traveled (VMT) Free Flow Factor Free Flow Speed	Time of Day (Hourly, 15-Min) Day of Week Custom Date Period Selection	Road Segment
Top Routes	Origin Traffic Volume Destination Traffic Volume O-D Traffic Volume Trip Proportion	Time of Day (Hourly) Day of Week Custom Date Period Selection	Road Segment Custom O-D Polygon Zones

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	Key Metrics	Time Period Granularity	Geographic Granularity
Turning Movement Counts	Total Traffic Volume Inbound Traffic Volume Outbound Traffic Volume AM Peak Hour PM Peak Hour Peak Hour Factor	Time of Day (Hourly, 15-Min) Day of Week Custom Date Period Selection	Intersection Intersection Gate (Each Entrance)
Zone Activity	Zone Traffic Volume	Time of Day (Hourly) Day of Week Custom Date Period Selection	Standard Area Zone Custom Zone Polygon
Zone Activity with Home & Work Loca-tions	Distance from Home Distance from Work Percent by Home Locations Percent by Work Locations Percent of Visitors	Time of Day (Hourly) Day of Week Custom Date Period Selection	Standard Area Zone Custom Zone Polygon

	Trip Attributes	Traveler Attributes	Trip Purpose
Trip & Traveler Attributes	Travel Time Travel Time Percentile Trip Duration Travel Speed Travel Length Trip Circuity	Race Ethnicity Household Income Family Status Education Employment Industry Vehicle Ownership Housing Type	Home-Based Work Travel Home-Based Other Travel Non-Home-Based Travel

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STREETLIGHT

STREETLIGHT





CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN & COUNCIL MEMBERS**

FROM: **ALYSSA STUTZ, CITY ENGINEER**

RE: **RIB SPECLINK CLOUD SOFTWARE SUBSCRIPTION**

DATE: **JANUARY 7, 2024**

SUMMARY

The City Council shall consider approving a subscription to RIB SpecLink, a cloud-based software for the efficient creation of engineering project specifications.

DISCUSSION

Currently, the city's engineering department faces challenges in managing, updating, and streamlining the creation of specifications for various construction projects. Additionally, the City's own Improvement Standards haven't been updated for nearly 15 years. The complexity of maintaining accurate, up-to-date specifications across multiple projects has led to delays and inconsistencies.

RIB SpecLink provides an intuitive, cloud-based interface for the creation of project specifications. With a subscription, the City will have access to over a thousand specifications. By using pre-built templates and customizable specifications, engineers can easily generate high-quality specifications without starting from scratch, which speeds up the design and planning phases of projects.

The cloud-based nature of SpecLink allows multiple stakeholders, including engineers, consultants, and project managers, to collaborate in real-time. This ensures that all team members are working from the same version of specifications, reducing the risk of errors due to outdated or conflicting information.

SpecLink automatically incorporates updates to building codes, industry standards, and regulations, ensuring that specifications are always compliant with the latest requirements. This feature will save the city significant time and effort in staying current with evolving standards, and minimize the risk of costly mistakes due to outdated information.

The platform's automated tools and templates help engineers create highly accurate specifications that minimize errors. As a result, the risk of costly construction delays, rework, and legal disputes due to specification mistakes will be significantly reduced.

While the initial subscription cost represents a minor investment, RIB SpecLink will lead to long-term savings by improving the efficiency of the specification-writing and formatting process. It will likely pay for itself in the first one or two contract specification packages due to its efficiencies in formatting alone. The reduction in errors, revisions, and project delays translates directly into reduced costs for both the city and contractors.

SpecLink offers comprehensive tracking and versioning features, which allow the city to maintain a clear audit trail for all project specifications. This ensures compliance with both internal policies and external regulatory requirements and supports transparency in project management.

RIB SpecLink

CITY OF OROVILLE California

Monday, October 28, 2024

	Seats	1 year	2 years
	First seat	$ 4,000	$ 7,200
	Additional seat	$ 500	$ 900
Total Seats	2	$ 4,500	$ 8,100
	**All prices are in US Dollars		

FISCAL IMPACT

$8,100 for a two-year contract from the Public Works Administration software budget.

ACTION REQUESTED -

Approve an annual subscription to RIB SpecLink.

ATTACHMENTS

1. SpecLink Brochure

RIB | SpecLink



Your project teams are overwhelmed by their inability to enforce standards.

Why are traditional specification management approaches not solving for this?

Construction teams are being slowed down by the inability to enforce standards.

WHAT'S THE PROBLEM?

"No single source of truth

1. Non-existent global libraries
- No repeatability

2. Manual updates
- Slows scalability



WHAT IS THE ROOT CAUSE?

Proliferation of folders and files

3. Lack of traceability
- Unenforceable standards incl. sustainability targets

4. No reporting tools
- Limited visibility

5. Inability to link
- Reactive management

WHY IS THAT FRUSTRATING PROGRAM STAKEHOLDERS?

Because **traditional approaches** to specification management are not solving for this ...

Lack of centralization

"I need a centralized platform, I have so many variables to control. I'm managing against both immediate risks and long-term impacts…

OWNERS & END USERS
- ☒ Increased risks

Repetitive tasks

"I am frustrated because I spend countless hours on repetitive tasks which are burning out my team…

ARCHITECTS/ ENGINEERS
- ☒ Process inefficiencies

Outdated content

"I wish we had better accuracy and quality from our customers specs. It would greatly reduce the risk of RFI's, change orders, etc., allowing for a faster build cycle…

GENERAL CONTRACTORS
- ☒ Higher inaccuracies

WHAT ARE THE BUSINESS IMPACTS?

Inconsistent standards and performance requirements ▶ **Unnecessary** change orders and RFI's ▶ **Delayed** schedules = **Increased risk** $M+ of SLA downtime and penalty costs

IS THERE A SOLUTION?

Internal

LEADING OWNERS ARE SOLVING FOR THIS. HOW ARE THEY APPROACHING IT?

1 An intelligent database balances global standards with local flexibility

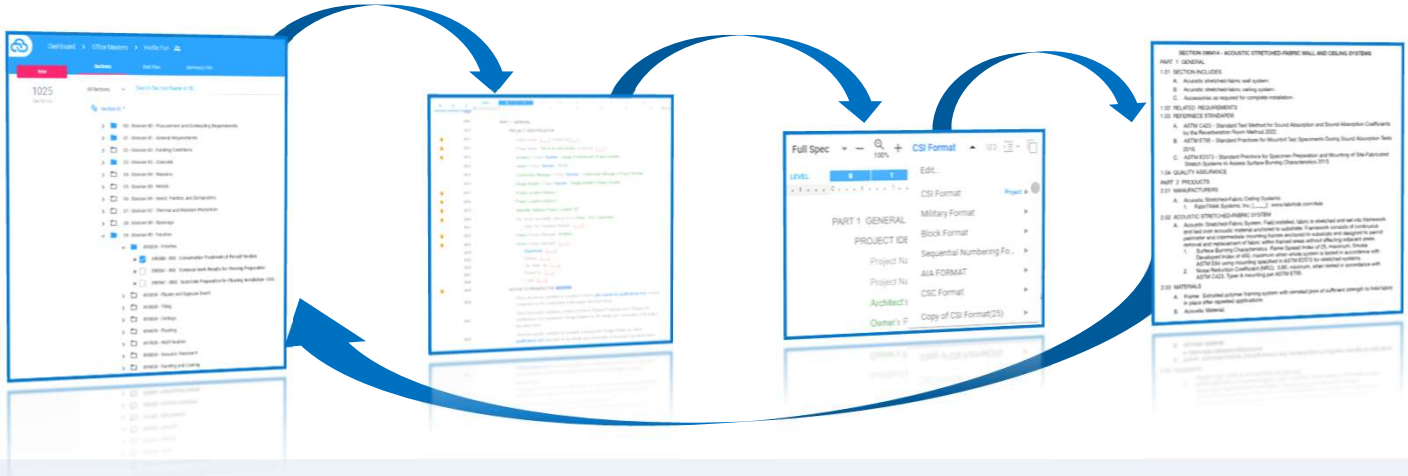
An intelligence database is a SQL based relational database that enables standard enforcement

Master Text File stored in a single global file
- ❑ Cannot be altered or inadvertently corrupted

Project Overlay File stores all selections, edits and editions
- ❑ Takes precedence over master text - completely unaffected by updates

Customizable Update capabilities
- ❑ Download immediately or automatically download at any convenient interval

Updating Schemes always keeps local specs current
- ❑ Does not affect any customized text or formatting



HOW QUICKLY WILL I SEE VALUE?

2 SpecLink's scalable solution drives value immediately and as your business evolves

Basic SpecLink users see **20% time saving**
- ❑ Intelligent links produce more coordinated specs, reducing RFI's and Change Orders
- ❑ Edit by inclusion increases speed and edits faster with high level of quality

More than half of SpecLink users see at least **40% time saving**
- ❑ Office masters starts from a single source of truth
- ❑ Global formats improves quality and accuracy

SpecLink power users see at **70% time saving**
- ❑ Revit integration make more precise, informed decisions
- ❑ Team collaboration reduces risk and aligns team members

Is there a recent case study showing the value to one of our enterprise customers?

SPECLINK DRIVING BUSINESS VALUE AT GLOBAL CLOUD COMPUTING SERVICE

Slow, fragmented and siloed program development: Customer had 19 different programs that were each managed and updated independently.

SPECLINK SOLUTION
- ❑ Utilized 80/20 compare and consolidate.
- ❑ Discovered 80% of updates were duplications

BUSINESS VALUE
- ❑ **Optimized 19 staff** to 2. Redirected 17 staff to high value strategic projects (instead of low value Word updates)
- ❑ Enhanced **customer scalability** with global standards and country specific requirements
- ❑ Strengthened ability to **immediately share lessons learnt** from other programs

Internal

HOW WILL THIS BENEFIT MY PROJECT STAKEHOLDERS?

3 SpecLink empowers your stakeholders to enforce the standards and keep your project on track



"I want us to be at the forefront of spec writing, to be on the cutting edge. That's why I wanted to add SpecLink

SpecLink User, Senior Program Manager

OWNERS & END USERS

☑ Increased quality



"As a result of using SpecLink, we have reduced RFIs by 60 to 70%

Senior Project Architect, CM Architecture

ARCHITECTS/ ENGINEERS

☑ Improved efficiency



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CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **ALYSSA STUTZ, ASSISTANT PUBLIC WORKS DIRECTOR / CITY ENGINEER**

RE: **RESOLUTION TO DELEGATE MAYOR TO SIGN AGREEMENTS WITH CALTRANS AND TO SIGN PROGRAM SUPPLEMENT NO. F009 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECT NO. 03-5142F15**

DATE: **JANUARY 7, 2025**

SUMMARY

The Council will consider authorizing the Mayor to be the authorized person to sign agreements with Caltrans on the City's behalf. The Council will also consider authorizing the Mayor to sign Program Supplement No. F009 to Administering Agency-State Agreement for Federal-aid Projects No. 03-5142F15.

DISCUSSION

In August 2019, the City entered into the Administering Agency-State Agreement for Federal Aid with the California Department of Transportation (Caltrans). As part of this agreement, the City has been awarded $2,500,000 to cover planning costs for the Washington Avenue and Table Mountain Boulevard Complete Streets project.

Program Supplement No. F009 outlines additional terms and conditions, and requires the City to comply with specific covenants and requirements to receive payment/reimbursement.

Caltrans has now requested a certified resolution identifying the City's designated signatory for all agreements, amendments, and other related documents. The designated signatory will be authorized to sign Program Supplement No. F009. Both the signed Program Supplement and the certified resolution must be returned to Caltrans for the City to receive reimbursement for the preliminary environmental and design work on the project.

FISCAL IMPACT

None.

RECOMMENDATION

Adopt Res. No. 9339 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE MAYOR TO SERVE AS THE AUTHORIZED SIGNATORY FOR AGREEMENTS WITH CALTRANS ON BEHALF OF THE CITY, AND DIRECTING THE MAYOR TO SIGN PROGRAM SUPPLEMENT NO. F009 TO THE ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECT NO. 03-5142F15.

ATTACHMENTS

1. Resolution No. 9339
2. Program Supplement No. F009 – Agreement No. 3534

CITY OF OROVILLE
RESOLUTION NO. 9339

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE MAYOR TO SERVE AS THE AUTHORIZED SIGNATORY FOR AGREEMENTS WITH CALTRANS ON BEHALF OF THE CITY, AND DIRECTING THE MAYOR TO SIGN PROGRAM SUPPLEMENT NO. F009 TO THE ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECT NO. 03-5142F15.

WHEREAS, the City of Oroville is eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation, and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds could be claimed.

WHEREAS, the City wishes to delegate authorization to execute these agreements and any amendments thereto.

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

1. The Mayor is authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with the California Department of Transportation.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on January 7, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

PROGRAM SUPPLEMENT NO. F009
to
ADMINISTERING AGENCY-STATE AGREEMENT - 3534
FOR FEDERAL-AID PROJECTS NO 03-5142F15

Adv. Project ID
0324000346

Date: July 30, 2024
Location: 03-BUT-0-OVL
Project Number: HIPCML-5142(037)
E.A. Number:
Locode: 5142

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 08/02/2019 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Washington Ave and Table Mountain Complete Streets Project

TYPE OF WORK: Rehab. roadway with enhanced bike/pedestrian features along corridor, ADA treatment, gap closures

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Y400 Z920	$2,309,737.00 $190,263.00	LOCAL		OTHER
$2,500,000.00			$0.00		$0.00

CITY OF OROVILLE

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____ **Date** 07/30/2024 $2,500,000.00

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.6 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

SPECIAL COVENANTS OR REMARKS

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

SPECIAL COVENANTS OR REMARKS

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

SPECIAL COVENANTS OR REMARKS

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system

SPECIAL COVENANTS OR REMARKS

of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contracts over $10,000, or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);
D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as

SPECIAL COVENANTS OR REMARKS

amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or
activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

OROVILLE CITY COUNC
Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

December 03, 2024
REGULAR MEETING
MINUTES

CALL TO ORDER / ROLL CALL

Present Council Members: Tracy Johnstone, Krysi Riggs, Scott Thomson, Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman

CLOSED SESSION

The Council will held a Closed Session on the following:

1. Pursuant to Government Code Section 54957, the Council met with the Personnel Officer to discuss Public Employee Performance Evaluations. Position Title: Department Heads and Contract Employees

OPEN SESSION

1. Announcement from Closed Session – Direction given; no action taken.
2. Pledge of Allegiance – led by Council Member Thomson.
3. Adoption of Agenda –

Motioned by Council Member Goodson Seconded by: Vice Mayor Smith

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: None

PRESENTATIONS AND PROCLAMATIONS

1. UPDATE ON THE IMPLEMENTATION OF CARE COURT

The Council heard a presentation from Scott Kennelly, Butte County Behavioral Health Director, regarding the implementation of Care Court, the new civil court process designed to provide early action, support and community-based behavioral health services to those in need. The Council accepted the presentation for information.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Bill Speer, The CameraMan.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

Council Member Webber: Spoke on the upcoming toy drive for the Oroville Rescue Mission. He also spoke on Oroville Centric Services.

Vice Mayor Smith: Reminded the public that December 6 is the annual tree lighting and on December 14th, the annual Parade of Lights will be held.

2. Administration Reports

Ruth Duncan, Director of Finance – Reported that on that date, 2 finance personnel had their vehicles vandalized. Oroville Police Department was called and arrested the individual.

Amy Bergstrand, Director of Business Assistance and Housing – Reported that the Lincoln Street Apartments were awarded tax credits. The application was in the Top 3 of the CDBG applications submitted, they will be proceeding.

Brian Ring, City Administrator – Thanked Public Works staff for their storm response.

Ron Belser, Code Enforcement Division Manager – Informed Council that the Code Enforcement monthly report was emailed to them.

Frederick Mayo, Director of Public Works – Reported that the Bedrock Park fence has come down due to vandalism. In regard to the storm response there was over 320 hours of crew time worked, including 80 hours of overtime for the Street water crew. An additional 80 hours of cleanup went into the cleanup of the storm. There will be a mistletoe crafting event held at the Lott Home on December 8, from 10am-12pm. On December 14 the Pioneer Christmas will happen, the public is invited to attend. Lastly, Mr. Mayo reported that the crosswalks on Montgomery Street have been painted and the green line will be finished by the end of the week.

CONSENT CALENDAR

Consent calendar **items 1 - 2** 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.

The Consent Calendar was approved by the following vote:

Motioned by Council Member Goodson Seconded by: Vice Mayor Smith

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith

NOES: None

ABSENT: None

ABSTAINED: Mayor Pittman

1. **$5000.00 CONTRIBUTION TO SUPPORT THE OROVILLE ROTARY CLUB'S LIGHTING OF THE GREEN BRIDGE PROJECT**

Dean Gurr submitted public comment on this item.

The City Council made a $5,000.00 contribution to support the Oroville Rotary Club's Lighting of the Green Bridge Project by the following vote:

2. **APPROVAL OF REGULAR MEETING MINUTES**

The City Council approved the Regular Meeting Minutes of 11.05.2024 and 11.19.2024.

REGULAR BUSINESS

3. **DISCUSSION OF THE SALE AND USE OF FIREWORKS WITHIN THE CITY**

Brian Ring, City Administrator presented this item to the Council.

The following member(s) submitted public comment on this item: C.O. Torres, Lisa Torres, Robert Fager, The CameraMan, Jonathan Taylor, Roger Edmundson, Michelle Huffman, Jackie Glover, Celia Hirschman, Bryan Williams, Jennifer Martin, Mike Brown, Nolan Neva and Dennis Revell.

The Council considered the future sale and use of fireworks within the City limits.

The Council voted to allow fireworks to be used and sold in the City limits, however limiting the use during certain holidays and adding in a criterion where the sale and use would be temporarily prohibited based on fire danger and public safety resources availability by the following vote:

Motioned by Council Member Riggs Seconded by: Council Member Thomson

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: None

4. RETENTION OF OUTSIDE COUNSEL TO REVIEW THE APPLICATION AND SCOPE OF ARTICLE XXVIII SECTION 3 OF THE OROVILLE CITY CHARTER

Brian Ring, City Administrator presented this item to the Council.

The following member(s) of the public submitted public comment on this item: Luke Sheard, Linda Draper, Celia Hirschman, Natalie Sheard, Bryan Williams and TJ Jensen.

The City Council directed the City Administrator to enter into an agreement with independent outside counsel to review the applications and scope of Article XXVIII Section 3 of the Oroville City Charter by the following vote:

Motioned by Council Member Goodson Seconded by: Council Member Webber

AYES: Council Member(s) Johnstone, Riggs, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: Council Member Thomson

ABSENT: None

ABSTAINED: None

5. ELECTED OFFICIAL GUIDING PRINCIPLES HANDBOOK

Brian Ring, City Administrator presented this item to the Council.

Council considered the drafted Elected Official Guiding Principles handbook and provided input and staff direction. To be brought back at the next City Council meeting for adoption.

6. TRANSFER OF COMMUNITY NAVIGATOR PROGRAM (EMPLOYEES AND ASSETS) FROM THE POLICE DEPARTMENT TO THE CODE ENFORCEMENT DEPARTMENT

Ron Belser, Code Enforcement Division Manager presented this item to the Council.

The Council approved the transfer of the Two (2) Community Navigator positions, and assets from the Police Department to the Code Enforcement Department by the following vote:

Motioned by Council Member Riggs Seconded by: Council Member Goodson

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: None

7. ESTABLISHMENT OF OPIOID SETTLEMENT FUND AND FUNDING TWO COMMUNITY NAVIGATOR ALLOCATIONS

Ruth Duncan, Director of Finance presented this item to the Council.

The City Council approved the transfer of Opioid funds in the amount of $258,356.94 into the newly established Opioid Settlement Fund 121 and approved its use to fund two Community Navigator positions in the amount of $150,000.00 by the following vote:

Motioned by Council Member Goodson Seconded by: Council Member Johnstone

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: None

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

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

8. 5:15PM - AMENDMENT TO THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) FIVE YEAR PLAN AND APPLICATION FOR YEAR 2023 ALLOCATION

Public Hearing called at 5:22PM

Amy Bergstrand, Director of Business Assistance and Housing presented this item to the Council.

The Council adopted Resolution No. 9325 - A Resolution of the Oroville City Council authorizing the application and amending the PLHA Plan for the Permanent Local Housing Allocation Program; approved the submittal of a PLHA Streamline Grant Agreement for 2023; and authorized staff to implement the grant if awarded by the following vote:

Motioned by Council Member Riggs Seconded by: Council Member Goodson

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: None

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: Bryan Williams.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items - None
2. Correspondence - None

ADJOURN THE MEETING

The meeting was adjourned at 8:05PM.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor

OROVILLE CITY COUNC
Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

December 17, 2024
REGULAR MEETING
MINUTES

CALL TO ORDER / ROLL CALL

Present Council Members: Tracy Johnstone, Krysi Riggs, Scott Thomson, Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman

CLOSED SESSION

The Council will held a Closed Session on the following:

1. 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 – Direction given, no action taken.

2. Pledge of Allegiance – Led by Council Member Riggs

3. Adoption of Agenda – Pat Piatt, Director of Community Development read several corrections into the record for item number 7. These corrections were minute in nature.

Motioned by: Council Member Goodson Seconded by: Council Member Johnstone

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: None

PRESENTATIONS AND PROCLAMATIONS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: The CameraMan and Bill Speer.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports

Mayor Pittman: Gave a thank you to the Feather River Group for helping to deal with the flooding in Oroville. The group has the approval from the Army engineering for inspections to help with the Levy.

Council Member Johnstone: Updated the public on the Continuum of Care - the next meeting is coming up on Jan 29th and volunteers are needed to go out and help the community.

Vice Mayor Smith: Spoke on the Army Corps. District 1 Supervisor Bill Connolly brought the issue to the Council attention, and mentioned partnering with the City.

Council Member Webber: Provided updated information on the 2 kids that got shot at the elementary school (Feather River Adventist) in the past week. A fundraiser has been put together to help the boys and the family who were involved in this shooting. Council Member Webber also reminded the public about the Recuse mission give away for Christmas happening this weekend.

2. Administration Reports

Pat Piatt, Director of Community Development: Gave out props to Tim Kaber, Project Manager/Senior Civil Engineer for the Hewitt Park RFP process, as there were 20 contractors that are interested with the project.

Tim Kaber, Project Manager/Senior Civil Engineer: Spoke on the Hewitt Park Proposal that went out last Tuesday with about 20 contractors interested in the project. The Community Development department is looking at Feb 4th for the due date of the interested parties to submit their proposals and from there, the start the project will be in March of 2025, should a contractor be selected.

Frederick Mayo, Director of Public Works: Provided updates on the draining from the storm this past weekend.

Amy Bergstrand, Director of Business Assistance and Housing: Provided updates on the Veteran Housing located at 2024 Baldwin with 1 homebuyer approval. The work on the other locations are pending.

CONSENT CALENDAR

Consent calendar **items 1 - 12** 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.

Motioned by: Council Member Goodson Seconded by: Council Member Johnstone

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: None

*****Vice Mayor Eric Smith abstained from Item #10*****

1. RESOLUTION HONORING BILL LAGRONE FOR OVER TWENTY-TWO YEARS OF DEDICATED SERVICE TO THE CITY OF OROVILLE

The following member(s) of the public submitted public comment on this item: The CameraMan, Keliecia Riley, Kevin Thompson, Lisa Torres, Bill Speer.

The City Council adopted Resolution No. 9334 honoring Chief Bill LaGrone, for his over twenty-two years of dedicated service to the City of Oroville.

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

The City of Oroville conducted a General Municipal Election on November 5, 2024, in conjunction with the Statewide General Election. The City Council adopted Resolution No. 9332 - A Resolution Of The City Council Of The City Of Oroville, California, Reciting The Fact Of The General Municipal Election Consolidated With The Statewide General Election Held On November 5, 2024, Canvassing And Declaring The Results And Such Matters As Provided By Law.

3. ELECTED OFFICIALS GUIDING PRINCIPLES HANDBOOK

The City Council adopted the Elected Official Guiding Principles handbook.

4. REQUEST TO OPERATE BUSINESS OUT OF RESIDENCE

The City Council approved the request to allow Josiah Roe, who resides at 17 Westwood Way, to operate a business out of his residence.

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

The City Council accepted the proposal from American Engineering and approved a professional services agreement for the Real Estate Acquisition and Preliminary Engineering Design for street and drainage improvements in Southside in an amount not-to-exceed $232,860.

6. EXPENDITURE FOR LABORATORY ANALYSIS AND TESTING OF EVIDENCE

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

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

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

8. AGREEMENT WITH OURENERGY FOR RENEWABLE ENERGY SERVICES

The City Council approved an agreement with OurEnergy for technical consulting, engineering, and project development services.

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

The City Council accepted the update for information.

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

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

11. SURPLUS OF LEER CAMPER SHELL

The City Council declared a Leer camper shell as surplus property and authorized its transfer to the Nevada County Sheriff Search and Rescue team.

12. DONATION TO THE CHINESE TEMPLE

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

REGULAR BUSINESS

13. POLICE CHIEF RECRUITMENT

Brian Ring, City Administrator presented this item to the Council.

The following member(s) of the public submitted public comment on this item: The CameraMan.

The City Council shall consider initiated a recruitment for the position of Police Chief by adopting Resolution No. 9333.

Motioned by: Council Member Goodson Seconded by: Council Member Thomson

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: None

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

The City Council entered into an employment contract with Jason Wines for the position of Interim Police Chief by adopting Resolution No. 9335.

Motioned by: Council Member Goodson Seconded by: Council Member Riggs

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: None

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

The City Council approved the purchase of Opticom signal interrupters, which control intersection lights when public safety vehicles are approaching. The implementation of Opticom technology is aimed at reducing response times during emergencies and enhancing safety to our citizens and responders. These devices will be installed at 12 city traffic signal as well as 10 Caltrans traffic signal locations along Highway 162, enabling faster and safer passage for emergency vehicles through key intersections within the City. The City Council also approved the budget adjustment from contingencies for up to $53,000.00.

Motioned by: Council Member Thomson Seconded by: Council Member Goodson

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSENT: None

ABSTAINED: None

PUBLIC HEARINGS

None this meeting.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following member(s) of the public submitted public comment on this item: TJ.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items – None.
2. Correspondence
   i. Cal Fire- Department Stat Report 12.01.24

ADJOURN THE MEETING

The meeting adjourned at 6:01PM.

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **PROFESSIONAL SERVICES AGREEMENT WITH THE FERGUSON GROUP FOR FEDERAL LEGISLATIVE ADVOCACY SERVICES**

DATE: **JANUARY 7, 2025**

SUMMARY

The City Council shall consider Professional Services Agreement with The Ferguson Group for Federal legislative advocacy services.

DISCUSSION

The City has the opportunity to play a more active role with regard to Federal legislative advocacy on matters of importance to the City. Before the City Council is an agreement is with The Ferguson Group. This firm has a long history in working in this region. The agreement specifically includes the following: assisting with the establishment of goals, objectives, opportunities and priorities at the Federal level, development of a Federal legislative agenda and legislative platform, monitoring Federal legislative activity of importance to the City, accessing Federal Funding, assisting with having more of a presence in Washington, helping establish and build relationships with key Federal legislators and department leadership.

FISCAL IMPACT

$65,000 annually, is included in the Fiscal Year 2024/25 budget.

RECOMMENDATION

Approve Professional Services Agreement with the Ferguson Group for Federal legislative advocacy services; and

Authorize the Mayor and Staff to sign.

ATTACHMENTS

Professional Services Agreement No. 3536



Proposal

Federal Advocacy and Grant Consulting Services for City of Oroville, CA

December 16, 2024

Submitted by The Ferguson Group
1901 Pennsylvania Avenue, NW, Suite 700
Washington, DC 20006
www.thefergusongroup.com
Contact: Kristi More
202.331.8500
kmore@tfgnet.com

December 16, 2024

Brian Ring
City Administrator
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Re: TFG Federal Advocacy and Grant Consulting Services

Dear Mr. Ring:

On behalf of The Ferguson Group, LLC (TFG), I am pleased to submit this proposal for Comprehensive Federal Advocacy and Grant Consulting Services to the City of Oroville, CA. With over 42 years of experience, TFG has established itself as a leading provider of federal advocacy and grant consulting services, helping local governments navigate Washington's complex legislative and regulatory landscape to advance and protect their interests. We take pride in our representation of more than 200 cities, counties, public agencies, and coalitions nationwide—focused on federal legislation, regulations, and funding.

We understand some of the key issues of importance for the City include transportation, economic development, water infrastructure, and public safety, among many others. With our help, engaging in federal representation and grant seeking allows the City to keep its congressional delegation informed on issues impacting you. Educating lawmakers on how congressional action could impact the City, either positively or negatively, helps inform decisions made at the federal level.

Further, there are numerous federal funding opportunities through grants, earmarks (or Community Project Funding/Congressionally Directed Spending), and influencing line-item funding that could help address the City's diverse activities and initiatives. TFG is well positioned to assist Oroville on both fronts as we have worked in Butte County for almost two decades. We will provide support to the City by engaging with Congress and federal agencies in the development of policies and regulations that would impact the City, ensuring your priorities are promoted and protected, and helping secure federal resources for your priority programs and projects.

As the Chief Executive Officer, I am authorized to make representations on behalf of TFG and enter into contracts for the firm. If you have any questions, please do not hesitate to contact Kristi More at (202) 454-3950 or by email at kmore@tfgnet.com. Thank you for your consideration of this proposal.

Sincerely,

W. Roger Gwinn
CEO

Federal Advocacy and Grant Consulting Services for City of Oroville, CA

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Background

About The Ferguson Group, LLC (TFG)

TFG is a bipartisan government relations consulting firm founded in 1982 in Washington, DC. TFG provides federal advocacy services to over 200 public and private entities in 34 states – including counties, cities, and public works agencies. We also advocate on behalf of national organizations focused on federal issues directly impacting local governments, such as the National Association of Towns and Townships (NATaT). As The Hill once noted, "The Ferguson Group wrote the book on representing local governments," highlighting our unparalleled reputation in the field.

For over 42 years, TFG has been providing federal lobbying services to public agencies seeking to advance or protect their interests at the federal level. We have a demonstrated track record of responding to our clients' needs while also identifying and developing strategies to address emerging issues and opportunities. Please see client testimonials from the Town of Mooresville, NC, the City of Centerville, UT, and the Family Farm Alliance. We focus on issue areas relevant to Oroville's funding priorities, including:

- Transportation
- Water and Wastewater Infrastructure
- Public Safety
- Housing
- Economic Development
- Environment
- and many more…

TFG's Mission Statement:

"Building Stronger Communities: We develop creative, innovative strategies that support client priorities and provide a vision to achieve our clients' federal funding, public policy, and legislative goals."

One of the cornerstones of TFG's success is our ability to adapt to both policy and political changes in Washington. Our professionals have a history of helping our clients navigate changing political environments. We work on a bipartisan basis and develop productive working relationships with congressional representatives and their staff. Our congressional and agency relationships are not limited to offices "inside the Beltway." We work regularly with key officials and staff in congressional district offices and federal agency staff in local and regional offices, where critical decisions are made and much of the work is done.

In addition to TFG's legislative and regulatory experience, we also specialize in providing federal, state, and foundation grant services. Grant funding is an important aspect of a federal legislative program and TFG has a stellar track record in helping our clients secure federal funding. **Since 2015 alone, we have helped our clients secure more than $6 billion in federal grants, loans and congressionally directed funding.** To successfully compete for these opportunities, local entities must be strategically positioned and organized. TFG will work with the City to create a comprehensive federal funding vision that includes a strategic framework for identifying and pursuing grant funds.

Our Experience

TFG's primary focus since its inception in 1982 is representing local governments at the federal level. Our professionals are experts in accessing federal assistance through earmarks, grants, and influencing line-item funding for our clients' priority programs. Since the return of earmarks in 2022, TFG clients have successfully secured over $300 million in funding, with hundreds of millions of additional funding currently pending in the FY 2025 appropriations bills. Additionally, TFG works with our clients to impact the federal appropriations process through both report language requests (e.g., encouraging, urging, or directing some type of action by a federal agency or program) and programmatic requests to fund priority programs at current or increased funding levels.

After representing local communities for 40+ years, TFG's list of accomplishments and successes on behalf of our clients is extensive. Below are case studies, featuring work we have performed on behalf of local government clients that demonstrate the complexity and variety of the high-level services that TFG provides to our clients in many priority issue areas like those of Oroville. You will see in these examples TFG's ability to pursue legislative language that favors our clients' interests in addition to successfully obtaining highly competitive funding through the federal appropriations process and competitive grants and loans. Additional information on client successes is available upon request.

TFG in Butte County

We would be remiss in not highlighting TFG's extensive experience working to advance the needs of Butte County communities before Congress and the federal agencies. Not only have we worked with Butte County agencies such as the County, the Butte County Association of Governments, and the Town of Paradise collectively for the last fifteen years on federal legislative and regulatory issues surrounding disaster response and relief, rural and economic development, transportation, water resources, and public safety, we have helped to secure hundreds of millions of dollars through federal grants, the congressionally directed spending and appropriations process, and the federal authorizing legislation. While we could certainly highlight our Butte County successes in greater detail, we want to provide the City with a deeper understanding of TFG's depth and understanding of all issues that impact local communities. The examples below are offered to provide the City with examples of our work collectively on behalf of our clients as well as with other communities inside and outside of California.

Collective Client Successes

Federal Appropriations Process

PROJECT NAME AND LOCATION: FY 2022 – FY 2024 Community Project Funding/Congressionally Directed Spending
PROJECT SCOPE: Prior to the ten-year moratorium on earmarks, TFG was the recognized leader in securing congressional earmarks for our clients' priorities. With the lifting of the moratorium in the FY 2022 appropriations and authorization cycles, TFG has successfully assisted our clients in securing approximately $300 million in federal funding.
AWARD AMOUNT: $300 million
NATURE OF TFG'S RESPONSIBILITY IN PROJECT: TFG worked closely with our clients and their congressional delegations to develop projects that were optimal candidates for House and/or Senate earmarks, ensuring that requests

to Congress were supported as they were reviewed by the relevant committees. After congressional earmarks were secured, TFG guided our clients through the regulatory processes associated with accessing those funds as they were administered by federal agencies.

Funding Program Authorization and Implementation

PROJECT NAME AND LOCATION: Water Infrastructure Finance and Innovation Act (WIFIA)

PROJECT SCOPE: On behalf of our clients with water resource needs, TFG helped to draft and advocate for legislative language in the 2014 Water Resources Reform and Development Act (WRRDA) that created a new Water Infrastructure Finance and Innovation Act (WIFIA). WIFIA is a program that allows entities to participate in financing opportunities with the EPA that are affordable and tailored to their needs. Innovative financing tools, like WIFIA, create opportunities for public agencies to save money by providing access to federally backed, low-cost, long-term financing. The savings to a local government from WIFIA are significant. WIFIA can reduce the annual debt service costs for financing public works water projects by an estimated 20 percent or more, compared to traditional municipal financing. To date, there have been five rounds of financing and fourteen TFG clients that have either secured or been invited to apply for WIFIA financing.

AWARD AMOUNT: $2.8 billion

NATURE OF TFG'S RESPONSIBILITY IN PROJECT: TFG worked on behalf of multiple clients from the conceptual phases of the WIFIA program to final passage of the authorizing language for the program, including drafting of legislative text, and working with Congressional sponsors from multiple states. TFG helped clients prepare WIFIA applications and advanced awarded projects through the loan implementation process.

Competitive Grant Services

PROJECT NAME AND LOCATION: Competitive Grant Services

PROJECT SCOPE: TFG specializes in providing federal, state, and foundation grant writing and consulting services. Grant funding is an important aspect of a federal legislative program and TFG has a stellar track record in securing competitive federal funding. Since 2015, TFG has helped our clients win over $6 billion in federal grants and loans. To successfully compete for these opportunities, local entities must be strategically positioned and organized. TFG will work with the City to create a comprehensive federal funding vision that includes a strategic framework for identifying and pursuing grant funds.

AWARD AMOUNT: $6 billion

NATURE OF TFG'S RESPONSIBILITY IN PROJECT: TFG provides a robust set of grant research, writing, and preparation services to our clients, including strategic advice on how to develop a project to ensure that it is highly competitive.

Individual Client Successes

Transportation

City of Pasadena, CA – Reconnecting Communities. The City of Pasadena, CA received a $2 million Reconnecting Communities Pilot Program Planning grant to support the study of transportation and land use needs related to the future redevelopment of Pasadena's recently relinquished highway "stub." The three-year planning process, which will include a feasibility analysis and vision planning, will ultimately result in a 710 Northern Stub Site-Specific Plan. The goal is to develop a collaborative plan for the 60-acre site that considers redressing historic inequities, while coordinating land use, housing, and transportation needs that

are reflective of the city's existing and future population. TFG took a leadership role in developing and drafting the application.

Greenville, NC – Greenway Master Plan.
TFG has worked closely with City of Greenville staff to implement its Greenway Master Plan, which calls for the creation of a system of trails and corridors throughout the city to be used for natural area protection, alternative transportation options, and recreational and exercise opportunities. TFG assisted the city to secure a $15 million USDOT BUILD Grant (now renamed as RAISE) to provide or enhance pedestrian, bicycle, vehicle, and transit connections between the Medical District, West Greenville, downtown, and East Carolina University. RAISE is a highly competitive grant that has become political, and many successful applicants have attributed their success to a strong advocacy program to help secure funding. The city also secured a $2.5 million earmark for a greenway project in FY 2023 appropriations.

Public Safety and Emergency Management

City of Roseville, CA – Cybersecurity and Public Places Security. TFG introduced the City of Roseville to top officials and staff at the Cybersecurity and Infrastructure Security Agency (CISA), an agency under the Department of Homeland Security. Through this meeting and follow up, the City is working with CISA to develop a citywide cybersecurity assessment along with a security assessment of physical structures owned by the City. The assessment will result in action items for the City's consideration. The CISA assessment is provided free of charge to the City.

Wake County, NC – Law Enforcement Technology. TFG assisted the Raleigh-Wake City/County Bureau of Identification (CCBI) Latent Print Unit (LPU) in securing $237,279 from the Department of Justice's Paul Coverdell Forensic Science Improvement grant program. CCBI is a partnership between Wake County, the City of Raleigh, and the local district attorney.) Federal funds were used to purchase seven Latent Expert Workstations, provide necessary training for the entire Latent Print Unit on the use of this system, and maintain the new workstations throughout the project period. TFG created a detailed work schedule during the grant-writing process, provided edits and feedback to the application, and secured congressional support for the same.

Community and Economic Development

City of Burlingame, CA – Town Square & Old Bayshore Complete Streets. TFG helped the City secure approximately $1.25 million to plan the City's new Town Square and revitalize Old Bayshore area. Town Square funding ($750,000) was included in FY23 budget legislation and the Old Bayshore funding is included in pending FY24 appropriations legislation. TFG is also assisting the City in writing a RAISE grant application for the project.

City of Palm Bay, FL – Center for Advanced Manufacturing and Innovative Design. The EDA awarded the city of Palm Bay a $1.4 million grant to transform an empty 100,000 square foot facility into a brand-new Center for Advanced Manufacturing and Innovative Design. Prior to working with TFG, the city was unsuccessful in its efforts to secure EDA funding. However, after a year of working in partnership with TFG and key contacts at EDA, the city submitted a successful application. The region surrounding the city of Palm Bay, referred to as Florida's Space Coast, is filled with small manufacturers who lack the resources to purchase expensive state-of-the-art technology needed to compete for major Department of Defense aerospace contracts right in their backyard. By making this expensive technology available to all small manufacturers, the new Center lifts the

barrier to entry for hundreds of regional manufacturing businesses. The new Center will significantly enhance Florida's advanced manufacturing and engineering capabilities – serving as a key economic engine for the region, the State of Florida, and the nation.

Water and Wastewater

City of Oceanside, CA - Pure Water Oceanside.
TFG worked with the City of Oceanside to secure over $7 million in federal funds through the Bureau of Reclamation's WaterSMART program supporting Oceanside's efforts to reduce dependence on imported water. TFG identified the program opportunity and arranged meetings for the city to engage with top Bureau of Reclamation officials and staff to discuss the project scope and budget. We also advocated for WaterSMART program funding with key committees in Congress while also securing support for the City's project from the congressional delegation. Pure Water Oceanside purifies recycled water to create a new local source of high-quality drinking water that is clean, safe, drought-proof and environmentally sound. The project will provide more than 32% of the city of Oceanside's water supply, or 3 to 5 million gallons per day, and be the first operating advanced water purification facility in San Diego County. Currently, the city imports approximately 85% of its drinking water from the Sacramento Bay Delta and the Colorado River, which are hundreds of miles away.

Town of Mount Pleasant, SC – Stormwater Drainage Improvement Project.
TFG worked with the town's congressional delegation to secure a $5.677 million earmark for Mount Pleasant from the Federal Emergency Management Agency Pre-Disaster Mitigation Grants program. The funding will be used to install critical stormwater infrastructure. The improvements are needed to help mitigate frequent flooding in low-lying areas where stormwater infrastructure has been assessed and determined to be non-existent, undersized, or in need of critical repair, and will promote drainage to the overall watershed and reduce floodwater inundation.

Housing and Affordable Living

Santa Monica, CA – Housing Legislation.
The City of Santa Monica is actively engaged with its congressional delegation in shaping legislation aimed at boosting the supply of affordable housing and curbing homelessness within their locality. Their efforts encompass a wide range of initiatives, including creating more housing options for all residents. Through the annual appropriations process, TFG secured $3.5 million for key housing related initiatives in the city to bring safe, decent, and affordable housing to the community including access to safe temporary housing and stabilizing care. TFG also manages a comprehensive Legislative Tracker that outlines various bills targeting homelessness prevention, the expansion of affordable housing stock, safeguards for low-income renters against discrimination and eviction, and the removal of obstacles hindering the availability of mental health and substance use disorder treatment. Additionally, TFG routinely composes letters either supporting or opposing relevant legislation, ensuring that the city's congressional delegation understands the potential impact of each bill on the community.

High Point, NC – High Point Shelter and Day Center for the Homeless.
In FY 2022 appropriations, TFG helped the City of High Point secure $3,000,000 to provide emergency shelter and transitional housing services to the city's unsheltered population. We continue to work with the city and other communities around the country to support continued funding for programs that address homelessness, housing affordability, and related legislation and policy. For example, we drafted letters for the High Point

Mayor to the two North Carolina Senators supporting the House-passed tax bill that included helpful reforms to Low Income Housing Tax Credit financing that incentivizes affordable housing development.

Local Government Policies and Regulations

Flexibility in FEMA Disaster Relief Payments.
TFG was a champion of the HELP Act, a bill to allow communities to purchase property and begin work on projects after they've applied for FEMA Hazard Mitigation Grant Program (HMGP) funds and before award announcements. TFG helped develop the legislation in response to an issue experienced by the Greenville Utilities Commission, which needed to shore up transmission lines after a hurricane - in advance of the next hurricane season - but were unable to begin work as they awaited a decision about whether they would receive HMGP funds. The HELP Act was enacted in 2022.

Municipal Finance.
During the 2017 debate over the Tax Cuts and Jobs Act, TFG worked with a coalition to preserve tax-exempt financing and continues to be an active participant in the Public Finance Network that tracks and advocates all issues affecting municipal finance. Current efforts include preserving tax-exempt municipal bonds, advocating for restoration of advanced refunding, and ensuring new reporting requirements do not become overly burdensome. These and other tax issues will take center stage in 2025 when provisions from the 2017 tax bill are set to expire.

Proposed Scope of Work

Federal Advocacy and Grant Consulting Services

TFG is exceptionally well-prepared and uniquely positioned to provide comprehensive federal government lobbying and legislative consulting services tailored to the needs of Oroville. With over 40 years of experience and a strong presence in Washington, DC, TFG has been at the forefront of representing local governments, including counties, cities, and public works agencies, across 34 states. Our team of seasoned, registered federal lobbyists is deeply embedded in the legislative landscape, ensuring real-time insights into federal legislation and regulations that may impact Oroville.

TFG’s expertise extends beyond traditional lobbying; we specialize in securing federal assistance through earmarks, grants, and strategic legislative advocacy. Our extensive client base, including national organizations like the National Association of Towns and Townships (NATaT), underscores our deep involvement in federal issues directly affecting local governments.

Our proven track record of fostering and enhancing relationships between local governments and federal entities allows us to effectively advocate and pursue federal funding opportunities. We are equipped to advise Oroville on strategic initiatives, manage crisis situations, and support the development of a cohesive federal advocacy agenda. TFG’s services include coordinating and accompanying key City officials on critical visits to Washington, DC, ensuring that the City's interests are effectively communicated and advanced.

Moreover, our commitment to delivering regular, detailed reports on legislative developments, federal funding opportunities, and ongoing activities guarantees that Oroville remains fully informed and compliant with federal lobbying requirements. TFG’s extensive experience in handling complex legislative language and advancing our clients’ interests aligns perfectly with the comprehensive needs of the City.

By partnering with TFG, Oroville can confidently secure the support and resources necessary to achieve its objectives at the federal level, benefiting from a team that not only understands the intricacies of federal legislation and funding but also has the proven expertise to deliver tangible results.

Approach to Services

TFG professionals have dedicated their careers to working with local governments like Oroville and positioning them for success at the federal level. Based on our body of work, experience, and the expert team that would work with the City, we are confident that we can help the City achieve the goals that motivated interest in federal representative services. There are few independent lobbying firms whose primary focus is advocating on behalf of local governments. TFG analyzes all federal action through the lens of local government. The continued success that we have achieved on our clients' behalf since 1982 speaks volumes to our commitment to local communities and capacity to help clients achieve great success.

Many lobbying firms will highlight their successes on behalf of clients and will tout their access to decisionmakers in DC. However, you will not find another firm whose focus is solely on improving local communities around the country. TFG helps our clients access congressional leadership and decisionmakers in federal agencies to achieve their goals. However, we are never flashy. We operate as an extension of your staff serving as your liaison in Washington, DC. We work hard and get the job done and do it without bells and whistles. That is why we are some of the most trusted and respected federal advocates in town.

TFG's recommended approach to developing Oroville's Federal Legislative Strategy is centered on four activity areas: **Agenda Development, Advocacy, Federal Funding, and Communications.**

Agenda Development

Conduct Strategic Assessment of Opportunities. TFG will meet with City officials and staff to gain a full understanding of the City's current and developing priorities. We will spend the time required to meet with appropriate staff and elected officials and see first-hand any targeted projects. We will discuss the City's priorities to ensure that you can take advantage of all opportunities and are aware of any potential federal actions adverse to your interests.

Develop Federal Agenda and Strategy. TFG will develop a written draft federal agenda matching priorities to legislative, regulatory, and grant opportunities and challenges. This agenda, developed through our conversations with the City's local elected officials and department heads, will address individual departmental and elected priorities. Those priorities would be addressed with references to specific federal programs that TFG could look to influence or pursue on the City's behalf. Once approved by the City, the federal agenda will serve as TFG's work plan. In addition, TFG will work with the City to develop briefing materials pertinent to your federal agenda. We will also assist the City with press releases and other public communications.

Advocacy

Initial Advocacy Outreach. TFG will provide the City's congressional delegation with your federal agenda and any related briefing materials to educate them on the City's short- and long-term objectives.

Effective Bipartisan Advocacy. TFG believes in a bipartisan approach to advocacy – most community needs and issues are not partisan. This approach enables our firm and clients to smoothly transition into working with whichever party holds the majority.

Enhance Relationships. TFG has close ties and long-standing working relationships with Senator Alex Padilla, incoming Senator Adam Schiff, and Representative Doug LaMalfa. Over the years, we have collaborated extensively with these offices while representing California clients. By leveraging our deep connections with these elected officials and their staff, combined with the City of Oroville's existing relationships, we will ensure a coordinated and effective approach to advancing the City's priorities.

Additionally, TFG has working relationships with key congressional committee chairmen and staff; administration officials within the Executive Office of the President and the Executive Branch, including key individuals in the White House's Office of Intergovernmental Affairs, Departments of Energy, Health and Human Services, Housing and Urban Development, Transportation, as well as the Environmental Protection Agency; and key appointed officials and federal agency staff. TFG also maintains relationships with stakeholder groups, trade associations, and issue-oriented coalitions, which is one of many ways the firm stays up-to-date on issues that are of interest to our clients.

For example, TFG maintains relationships with the National League of Cities (NLC), International City/County Management Association (ICMA), US Conference of Mayors (USCM), National Association of Counties (NACo), Government Finance Officers Association, and the National Association of Telecommunications Officers and Advisors. Through these contacts, we remain actively involved in the development of legislation and regulations of interest to our clients. By leveraging our contacts, we enhance the City's existing relationships. In addition, by maintaining regular contact with the City's congressional delegation, we will keep them abreast of your priorities and when new issues arise during the legislative year. Just as we assist the City in promoting your priorities, TFG assists federal officials and their staff in identifying and undertaking activities to achieve the City's goals and objectives, being sure to reserve credit for the elected officials where it is due.

Legislative and Regulatory Services. TFG will guide the City's federal legislative priorities through the entire process, including bill drafting and introduction (when applicable), committee hearings, markups, amendments, and votes. We will advocate for the City's legislative priorities regularly and during critical moments in the legislative calendar.

TFG has a dedicated Legislative and Policy Director who is charged with monitoring and tracking legislative and regulatory action that can be advantageous or detrimental to our clients' priorities. The Director works with client managers to engage directly in the legislative and regulatory processes to ensure our clients' voices are represented. In addition to drafting letters to relevant federal agencies, committees, and members of Congress, TFG will provide talking points for calls to relevant offices and will help the City engage in advocacy on social media platforms. The City may also have opportunities to serve as witnesses in hearings on Capitol Hill. Our team members will assist in the preparation of testimony for those hearings.

Federal Funding

TFG will support Oroville to ensure that all relevant funding opportunities are explored for priority projects and initiatives identified in the Federal Agenda, including federal, state, and foundation grants, the federal appropriations process, and new programs under the Infrastructure Investment and Jobs Act (IIJA) and the Inflation Reduction Act (IRA). TFG draws upon 40+ years of experience to determine the best course of action to take in pursuit of funding assistance for a project or program.

Budget and Appropriations. TFG will help position the City to engage in the annual budget and appropriations processes. In FY 2022, Congress reinstated the earmarking process in the House and Senate. In FY 2022, TFG clients secured over $54 million in congressional directed spending, or earmarks. In FY 2023, that number rose to nearly $140 million, and more than $106 million in FY 2024.

Competitive Grants. Competitive grants are an integral part of TFG's strategy to maximize funding for the City's priorities. The following provides an overview of grant services available to the City under the proposed scope of services.

- **Grant Research.** Once priority projects are identified in the City's Federal Agenda, TFG will conduct robust grant funding research, to identify grant opportunities. Once funding opportunities are identified, TFG will provide the City with a grant guide/report that highlights select grant programs that would support the City's priorities. That report would include relevant information on eligibility, match requirements, and other program-specific information required to prioritize funding opportunities.

  When possible, we provide our clients with samples of past winning applications. TFG recently launched the online "TFG Grants Library," which gives clients direct access to all grants research and successful grant applications. TFG has a database of over 2000 successful grant applications from a variety of programs to help inspire and guide the preparation of the City's grant submissions. Reviewing past applications also allows TFG to identify trends in funded projects that can help frame the City's projects in future applications.

- **Project Development and Readiness.** TFG's long history of working with a wide variety of funding programs, established relationships, and understanding critical timelines allows us to help clients prepare in advance for upcoming solicitations. Our experiences and relationships with funding agencies also help to assess if past funding opportunities will be renewed, changed, or eliminated. Putting projects through this "reality check" allows TFG to ensure that the City's resources are used as effectively as possible and not spread thin across multiple grant opportunities with little chance of success.

  Once specific grant programs are identified as likely funding sources for relevant priorities, TFG will begin working with the City to strategically develop project proposals to ensure that they meet grant eligibility criteria and are positioned to be highly competitive.

  Even the best projects must be modified or supplemented to successfully compete at the state or federal level. This process may involve building new partnerships with local, regional, state, and national organizations; adding or subtracting project components to better fit federal, state, or private foundation programmatic objectives; leveraging assistance or other local, state, federal resources into the project; and recommending the development or expansion of local programs and initiatives that will bolster the success of grant proposals. We also collect necessary grant information well in advance of a solicitation's release. This process will include identifying and securing the required grant match, project partners, letters of support, and any public notice or public participation requirements.

  As appropriate, TFG can also arrange conference calls, video conferences, or in-person meetings with federal, state, and foundation staff in charge of grant programs to solicit feedback on the City's project before the grant application period opens. TFG will set up a schedule of pre-proposal conference calls to make certain everyone involved in the submission understands the grant requirements and pre-grant solicitation tasks that must be completed.

By the time an agency begins accepting applications for its grant program, TFG will have the City's project ready to compete for funding.

- **Grant Writing Support and Advocacy.** TFG's team will support the City to ensure all relevant competitive grant opportunities are explored. General grant consulting services, including grant research, identification, and strategic preparation, are included in our professional services contracts. Grant writing is typically funded through a separate fee arrangement/task order at a discounted rate for existing clients.

  For all grant applications, TFG works collaboratively with our clients to review and strengthen grant narratives, ensure that all required information and documents are included in application submittals, and make certain that budget narratives and related documents properly support the application. We also will help secure Congressional support, including support letters and support from strategic partners, to bolster grant applications. In addition, we stay connected with grant program managers to make sure we are aware of when awards will be announced. We also consult on grant administration, helping to ensure our clients make the best and proper use of grant funds.

- **Grants Training.** TFG offers basic grants training to our clients to position local staff for success in the often-complex grants process.

Communications

To provide effective federal representation, TFG will work closely with Oroville to implement and support the City's federal agenda, while keeping alert to ever-changing circumstances on the Hill and in the federal agencies. Our constant focus is on ensuring that you are best positioned to take advantage of all opportunities and are aware of potential challenges to your interests, while we remain nimble in our ability to deploy the full set of assets of TFG.

Regular and efficient communication will be essential to a successful working relationship with the City. Indeed, such communication will be an integral part of our overall advocacy strategy. TFG prides itself on the level of communication we provide, and we are constantly striving to find innovative ways to provide critical information to our clients to keep them "in the know." TFG will work with the Oroville team to develop a personalized communication schedule that works best for you and includes the following:

Frequent Updates. TFG will keep designated local staff informed about activities related to the City's federal priorities, relevant issues, and events. These updates will be shared regularly via email and calls as needed. In addition, based on needs and availability, we will convene a minimum of 30-minute bi-monthly calls to discuss the status of key priorities and developments as circumstances warrant. Further, as appropriate and at the direction of Oroville, TFG will meet with officials and staff to discuss potential opportunities and challenges relative to the federal priorities, as well as emerging issues that were not contemplated when the legislative platform was developed.

Issue Briefs and Grant Summaries. TFG will provide real-time updates and regular status reports on important issues and projects. In addition, other personalized reports that we will regularly send to the City include:

- Policy issue briefs that provide historical background and new developments on regulatory and administrative issues
- Real-time updates on federal legislation and issues that may impact or be of interest to Oroville
- Grant summaries and profiles that provide tips on how to be successful in the grants process

- Topic-specific funding guides that review available grant and loan opportunities

Weekly Updates and Special Reports. TFG takes great pride in our ability to keep our clients apprised of all relevant activity in Washington, D.C., in an efficient and timely manner. In addition to personalized updates from your advocacy team, City officials and staff benefit from the following communications:

- Weekly Legislative Update and Outlook
- Weekly Water and Natural Resources Update
- Bi-monthly "Interconnect" newsletter focusing on broadband, telecommunications, and cybersecurity
- Biweekly Transportation Update
- Biweekly Infrastructure Funding Bulletin
- Weekly Grants Update
- TFG Grant Profiles review and summarize individual grant programs

Finally, TFG develops comprehensive reports on major events happening in Washington. For example, TFG prepared Special Reports on the Infrastructure Investment and Jobs Act, the Inflation Reduction Act, and the American Rescue Plan Act. We tailor our reports to focus on specific issues and areas of importance to our clients.

Project Organization and Management Plan

Proposed Client Team

TFG's approach to staffing is to assemble a team of individuals who, by education, training, and professional experience, are best positioned to provide the greatest value to the client. One team member is selected as the client manager and serves as the primary point of contact, oversees distribution of work, and ensures quality work product for the client. TFG's professional team works closely together and draws from the expertise of other TFG professionals who are not specifically assigned to the client to provide incomparable service to the client.

Understanding the City's priorities and needs, TFG proposes a team comprised of members of both our Advocacy and Grants Divisions. We believe this will provide the City with a robust team of funding experts to help establish and implement a strategic approach to addressing not only the City's funding needs, but also ensuring the City is kept informed and engaged in federal legislative and regulatory processes. The following biographies provide background and experience of TFG's proposed team for the City. In addition to your designated team, the City will have access to all members of TFG's professional staff. Biographies of the firm can be found on our website at www.thefergusongroup.com.

Team Member	Responsibilities
Kristi More TFG Managing Partner of Grants	Kristi will oversee TFG's work on behalf of the City with particular emphasis on the development of the City's federal platform and grant funding strategy. She will ensure seamless integration of TFG's advocacy and grant services into the City's workplan and overall strategy.
Chris Griffin Senior Associate	Chris will be the primary point of contact for the City. He will be responsible for the implementation of the City's federal advocacy strategy and pursuit of funds through the annual appropriations

	process. Chris will also provide legislative and regulatory support, monitor relevant legislative and regulatory activities, and offer research services to the Oroville client team.
Marissa Burger Grants Specialist	Marissa will be responsible for developing a strategic grant funding plan for the City. She will assist on all grant activities including identifying funding opportunities, being aware of upcoming grant deadlines, grant research, and assisting in evaluating viability of potential applications for such funding opportunities.
Liz Vela Grants Analyst	Liz will be responsible for overseeing all grant preparation, development, and submission for the City. She will also provide support to the City's full team on grant and funding program research and identification as well as project readiness.



Kristi More

TFG MANAGING PARTNER OF GRANTS

Kristi joined TFG in 2000 and specializes in transportation, water, economic and rural development, agricultural, and federal funding for local governments. She is a former staff assistant for a California state representative; intern for the District of Columbia Office of the Corporation Counsel, concentrating on legal and legislative issues concerning the abuse and neglect of children and the elderly; and intern for the California Cattlemen's Association, focusing on land, water, and air quality concerns surrounding the beef industry.

Since joining TFG, Kristi has concentrated on expanding the firm's services to small, rural areas of the country. Born and raised in a small, rural county in California (population 20,000) that is abundant in natural resources and federal lands, Kristi understands the delicate balance smaller communities face when trying to address the needs of their citizens. Kristi has worked to develop working relationships between Congress, federal agencies, and her clients. These relationships have benefited the communities she works with through direct appropriations, authorizations, and funding as well as contributed to the Congressional offices gaining a better understanding of the unique problems and needs of rural communities and smaller public agencies. Along with representing individual cities and counties, Kristi has also worked diligently with special districts dedicated to a variety of community services including transportation, water, flood, irrigation, and community development. In this regard, Kristi also leads TFG's representation of the National Special Districts Coalition which is the only national organization representing and advocating for all special districts at a national level.

With twenty plus years of experience working with local governments, public agencies, and special districts of all sizes and from all over the country, Kristi has become an expert in knowing how to best position and prepare a project for funding assistance. From grants, to appropriations, to federal authorizations, Kristi has helped her clients secure hundreds of millions of dollars in funding for projects related to 911 Dispatch Centers, local library upgrades, sewer and storm drain rehabilitation, economic development, drug-endangered children's programs, local and regional transportation infrastructure, water supply and conservation, drinking and waste water treatment, public safety, emergency response, and regional interoperable communications.

Kristi received her B.A. in Political Science from the University of California at Davis. She has been an invited speaker on western water issues, the federal appropriations and earmarking cycle, and the competitive grants

process. Kristi also serves on TFG's Management Committee as the Managing Partner of Grants.



Chris Griffin

SENIOR ASSOCIATE

Chris Griffin comes to TFG after nearly four years spent on staff in the United States Senate. As a legislative aide on the Senate Energy and Natural Resources Committee, Chris supported Chairman Lisa Murkowski and senior staff on a broad portfolio of natural resources and public lands issues. In the 117th Congress, Chris joined Senator Murkowski's personal staff, where he further expanded his portfolio to include renewable energy, nuclear energy, and electric grid issues.

Chris has been involved in the crafting and passage of landmark pieces of legislation, including the Great American Outdoors Act, The Energy Act of 2020, and the Infrastructure Investment and Jobs Act. He brings an insider's understanding of the legislative process and the workings of Congress.

Chris is originally from Anchorage, Alaska, and holds a B.A. in Political Science from Tufts University in Medford, Massachusetts.



Marissa Burger

GRANTS SPECIALIST

Marissa Burger is a highly accomplished grants professional with over two decades of experience in grant writing, program development, and project management. She is dedicated to helping nonprofit organizations and governments secure funding for vital community programs. With a deep commitment to supporting high-need and underserved populations, Marissa has built a career around navigating the complexities of federal, state, and private funding opportunities.

Marissa's expertise extends across various sectors, including educational initiatives, healthcare services, and cultural preservation efforts. She is known for her strategic approach to grant acquisition, having successfully developed and implemented comprehensive plans to secure substantial client funding. Marissa has served in key roles in managing executive-level operations, designing customer success platforms, and leading a large team of grant-writing subcontractors. Her tenure includes significant achievements such as designing quality control processes to enhance grant proposal success rates.

Marissa's educational background includes a Master of Arts in Communication Studies from Tarleton State University, where she was recognized as the "Outstanding Graduate," and a Bachelor of Science in Journalism from California Polytechnic State University-San Luis Obispo, where she was awarded the "Department Leadership Award."

Beyond her professional accomplishments, Marissa is dedicated to continuous improvement and learning. Her exceptional organizational abilities and proactive approach to her work are a testament to her dedication and drive. Her passion for making a tangible difference in communities nationwide aligns with her career mission to support organizations and municipalities in achieving their funding goals through strategic planning and effective grant writing and management.



Elizabeth "Liz" Vela

GRANTS ANALYST

Liz has worked in public and nonprofit organizations since 1998, performing needs assessments, grant writing, research, and policy analysis. She started her career in San Franscisco following graduation from Boston University (BA – Political Science) where she worked in nonprofit administration with the Foundation Center and community-based groups.

She then obtained her MPA from The Lyndon B. Johnson School of Public Affairs at UT Austin in 2000, where she focused on health and social policy and has lived and worked in Austin, Texas since that time. She spent six years working in county government as a planner for Travis County's Health and Human Services Department where she developed data products and participated in and led community planning for the department. While there, she also worked with community organizations funded by the County.

She then spent six years working for the State of Texas focusing on health and human services policy research and federal funding compliance and reporting. For the last several years, she has managed large federal funding proposals, needs assessments, and philanthropic grant writing and reporting for community-based organizations, universities and Federally Qualified Health Centers, mostly in the areas of health care workforce development, affordable housing, and access to healthcare.

Cost Proposal

TFG Advocacy and Grants Consulting Retainer

Our retainer contract approach to professional fees provides budget stability for our clients, while giving your lobbying team the freedom to concentrate on substantive work and achieve measurable results. As a retainer client, the City will always have at its disposal TFG's diverse complement of staff experts in the full range of federal issues to help navigate the ever-changing federal environment.

TFG proposes the following retainer fee for the services outlined in this proposal, which includes legislative, regulatory, and project funding services**.** TFG spends the time necessary to achieve our clients' success and we stand ready to work closely with you to refine and tailor our retainer fee based on your needs.

Monthly Fee:	$5,000 per month
Expenses:	Reimbursable expenses, including out-of-town travel (pre-approved by client), in-town travel (taxicab/Uber/Lyft), document reproduction, overnight delivery, and in-town courier services, will not exceed $5,000 per year.
Total Annual Cost:	Our proposed total annual cost for providing professional services, not including grant writing, will not exceed $65,000.

TFG Grant Writing

As addressed above, grant writing is typically funded through a separate fee arrangement/task order at a discounted rate for existing clients. To provide greater transparency in the cost of grant writing services, TFG has created the grant writing service fee table below, which provides the average cost for grant writing

services based on the narrative page limitations imposed in the grant application. Grant applications vary widely with respect to complexity and level of effort required to complete them.

If the City is interested in securing these services, TFG will provide the City with a tailored cost proposal that reflects the level of effort required to draft the narrative and non-narrative elements such as forms, budgets, logic models and Benefit-Cost Analysis. Exceptions do occur based on the complexity of the grant application, but we work hard to keep costs in line with the guidelines outlined. **All pricing will be based on current year TFG pricing.**

Workload (low to high)	Type of Grant	Narrative Page Length	Approximate Average Cost	15% Retainer Discount Cost
Level 1	Small, well-defined request	6-10	$6,000-$7,000	$5,100-$6,050
Level 2	Small, full grant application	11-15	$12,000-$13,000	$10,200-$11,100
Level 3	Medium, full grant application	16-20	$18,000-$20,000	$15,300-$17,000
Level 4	Large state or national foundation or medium federal grant	21-25	$22,000-$24,000	$18,700-$20,400
Level 5	Large federal grant application	26-30	$26,000-$29,000	$22,100-$24,650
Technical	Complex/Technical Grant application	Varied	Custom	Custom

**The approximate average cost to write a grant varies greatly based on several factors, including the development of narrative, required submittal forms, creation of budgets, project complexity, and other related considerations. Last minute emergency grant writing requests are subject to a 35% markup to the non-discounted grant writing fee. Where efficiencies are built into a grant writing process, such as in the case of a grant rewrite or a joint application scenario, a further discount may be applied.*

Appendix

TFG Grant Services Overview

THE FERGUSON GROUP
AGREEMENT FOR PROFESSIONAL SERVICES
Agreement No. 3536

This Agreement is made on this 7th day of January, 2025, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the "CITY") and The Ferguson Group (hereinafter referred to as the "CONTRACTOR").

RECITALS

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

B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

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

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

2. TERM OF AGREEMENT.
The term of this contract shall commence upon execution by both parties and shall expire on June 30, 2026 unless extended in writing in advance by both parties.

3. TIME OF PERFORMANCE.
The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

4. PAYMENT FOR SERVICES.
The CONTRACTOR shall be compensated in an amount not to exceed $65,000 per year for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.

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

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

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

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

6. TERMINATION.

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

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

7. INDEMNIFICATION.

Contractor shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend CITY with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without

limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY.

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

• CITY means the CITY Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees and authorized agents and volunteers of the CITY.

• Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.

• The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.

• The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

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

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

8.1.2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial

general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

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

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

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

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

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

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

8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and

coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

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

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

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

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

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

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

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

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

10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.
The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

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

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

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

11. CONFLICT OF INTEREST.
The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest

or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

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

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

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

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

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

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

CONTRACTOR:
The Ferguson Group
1901 Pennsylvania Avenue, NW, Suite 700
Washington, DC 20006
Attention: Kristi More

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement the 7th day of January, 2025.

CONTRACTOR:

_____
W. Roger Gwinn, Chief Executive Officer

CITY OF OROVILLE:

_____
David Pittman, Mayor

_____
Brian Ring, City Administrator

APPROVED AS TO FORM:

_____
Scott Huber, City Attorney

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **PROFESSIONAL SERVICES AGREEMENT WITH SHAW, YODER, SCHMELZER, ANTWIH & LANGE FOR STATE LEGISLATIVE ADVOCACY SERVICES**

DATE: **JANUARY 7, 2025**

SUMMARY

The City Council shall consider Professional Services Agreement with Shaw, Yoder, Antwih, Schmelzer and Lange for State legislative advocacy services.

DISCUSSION

The City has the opportunity to play a more active role with regard to State legislative advocacy on matters of importance to the City. Before the City Council is an agreement is with Shaw, Yoder, Schmelzer, Antwih and Lange. This firm has a long history in working in this region. The agreement specifically includes the following: assisting with the establishment of goals, objectives, opportunities and priorities at the State level, development of a State legislative agenda and legislative platform, monitoring State legislative activity of importance to the City, assisting with having more of a presence at the State Capitol, helping establish and build relationships with key State legislators and State department leadership.

FISCAL IMPACT

$36,000 annually, is included in the Fiscal Year 2024/25 budget.

RECOMMENDATION

Approve Professional Services Agreement with Shaw, Yoder, Schmelzer, Antwih & Lange for State legislative advocacy services; and

Authorize the Mayor and Staff to sign.

ATTACHMENTS

Professional Services Agreement No. 3537

SHAW YODER ANTWIH SCHMELZER AND LANGE
AGREEMENT FOR PROFESSIONAL SERVICES
Agreement No. 3537

This Agreement is made on this 7th day of January, 2025, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the "CITY") and Shaw, Yoder, Antwih, Schmelzer and Lange (hereinafter referred to as the "CONTRACTOR").

RECITALS

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

B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

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

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

2. TERM OF AGREEMENT.
The term of this contract shall commence upon execution by both parties and shall expire on June 30, 2026 unless extended in writing in advance by both parties.

3. TIME OF PERFORMANCE.
The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

4. PAYMENT FOR SERVICES.
The CONTRACTOR shall be compensated in an amount not to exceed $3,000 month for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the DISTRICT for services performed to the DISTRICT's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the DISTRICT.

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

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

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

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

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

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

7. INDEMNIFICATION.
Contractor shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend CITY with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without

limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY.

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

• CITY means the CITY Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees and authorized agents and volunteers of the CITY.

• Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.

• The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.

• The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

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

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

8.1.2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial

general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

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

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

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

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

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

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

8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and

coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

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

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

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

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

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

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

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

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

10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.
The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

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

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

11. CONFLICT OF INTEREST.
The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest

or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

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

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

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

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

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

CONTRACTOR:
Shaw Yoder Antwih Schmelzer & Lange
1415 L Street, Suite 1000
Sacramento, CA 95814
Attention: Paul Yoder

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement the 7th day of January, 2025.

CONTRACTOR:

_____
Paul Yoder, Managing Partner

CITY OF OROVILLE:

_____
David Pittman, Mayor

_____
Brian Ring, City Administrator

APPROVED AS TO FORM:

_____
Scott Huber, City Attorney

Exhibit A

State lobbying services will include (but are not limited to) the following:

Strategy

- Work with the City Council, City Administrator, and key staff to discuss goals, objectives, opportunities, and priorities.
- Assist the City in the development and implementation of its legislative agenda (known as the Legislative Platform), key proposals, and policy positions.
- Propose an annual strategic advocacy and political engagement plan designed to achieve legislative goals and support business objectives.
- Develop a plan for off-session activities and coordinate with City staff.

Tracking and Reporting

- Identify, track, and report on state legislation, legislative proposals, and state regulatory processes, including specific analysis of administrative, legislative, and regulatory matters that may have an impact on the City.
- Report activities at a minimum throughout the contract term:
    - Weekly updates on pending issues as they arise, via telephone or virtual conference.
    - A brief weekly written status report during the Legislative Session for the City.
    - A final written report and in-person presentation at the end of Legislative Session for the City.
- Track priorities and meetings of aligned partner organizations including California State Association of Counites.
- Develop the City's annual Legislative Platform, draft legislation, supporting documents, and amendments, as necessary.
- Organize state lobby registration, compliance, and reporting.

Advocacy

- Support the City with a strong presence in the California State Capitol as the "eyes and ears" of the City and serve as the day-to-day contact for legislators and other lobbyists on behalf of the City.
- Work to achieve the City's goals on legislation, issues, or rules by lobbying members of the State Legislature, legislative staff, and state government officials.
- Track and attend committee and rulemaking hearings, and coordinate and assist in the preparation of testimony, submissions, and in-person testimony.
- Attend and participate in interim hearings and meetings regarding issues important to the City.

Relationship Building

- Assist in the development of relationships with key legislators, regulatory agencies, state agencies, local governments, and community organizations.
- Develop strong connections with other agencies and state membership organizations to support mutual goals as identified.
- Facilitate meetings with State Legislators and agency department leaders to provide the City with the opportunity to meet face-to-face with key decision-makers on pertinent City issues.

In addition to the services outlined above, state lobbying services will include (but are not limited to) the following:

- Hold meetings with City staff, as directed, to discuss the current political situation in Sacramento, review legislation, pending regulatory actions, open or forthcoming funding opportunities, upcoming ballot measures, and any other issues of interest to the City and further obtain an understanding of the City's desired legislative and regulatory program, and to define specific objectives for the upcoming calendar year.
- Meet with relevant legislators and other key state officials, formally when needed and informally on an ongoing basis, with an emphasis on building and maintaining excellent relationships to further the City's stated goals.
- Work with City staff to translate legislative and funding priorities into specific tactics, such as introduction of, or amendments to, bills to further City goals, the adoption of official positions on existing legislation and pending regulatory actions, the adoption of official positions on funding programs and administrative guidelines. Obtain authors and champions for City-originated legislative proposals and lobby the Legislature and Administration-level officials to further City legislative and funding priorities.
- As bills of interest to the City move through the legislative process, monitor and if appropriate, communicate the City's official position on legislation to the appropriate legislators, committees, and staff, including preparing and distributing letters and alerts, preparing and delivering testimony before committees, and through personal contact with and lobbying of appropriate legislators and staff. This process would include preparing City staff for carrying out similar activities, such as testifying before committees and meeting with legislators, legislative staff, or administrative officials. As bills move to the Governor's desk, communicate with the appropriate staff in the Governor's Office and in his key policy departments and agencies regarding the City's position on bills. Carry out a similar strategy on all regulatory and funding matters of interest to the City, including lobbying Executive Branch agencies and departments as well as state boards and commissions.
- As funding opportunities become available that align with City funding priorities, notify the City of the opportunities and pursue requested changes to program structure and administrative guidelines for City, including by securing letters from legislative champions and allies.

- Review every individual piece of legislation as it is introduced or amended. Help identify bills of importance to the City by first flagging bills that may have an impact on the adopted legislative and regulatory program. Also, crosscheck key bills flagged by other Contractor clients, as well as associations and companies representing City interests to further bolster efforts to initially capture relevant bills. Research the background of and obtain all available specialized reports and other printed information relating to key bills and refer that material to staff to assist in the development of agency positions. Provide advice and analysis as necessary on the key bills identified by staff. As the City adopts positions on these introduced and amended bills, carry out the activities identified above. Continue to track these bills in a computer database and generate regular, streamlined reports to the City regarding the status of each of the City's tracked bills.
- Monitor and attend legislative committee and administrative agency hearings as necessary to assess the impact on the City of actions taken by these entities regarding legislation, regulations, and funding opportunities. Emphasis will be placed on legislation, regulations, or funding developments consistent with the City's legislative and funding priorities.
- Assist City staff in developing strategies and assessing political considerations and provide recommendations to respond to legislative and regulatory issues as they arise, whether in the form of specific bills or as broad policy or funding issues. Emphasis will be placed on maximizing state benefits accruing to the City and opposing threats to the City's missions.
- Assist in working with regional agencies and state agencies and commissions to develop support for City policies and identify those entities with like-minded goals.
- Maintain necessary formal and informal ongoing communications with Governor's Office staff and state officials on the City's behalf. This continuing contact would ensure that these individuals understand that City should be of vital interest to them and a critical component of the future of legislation affecting City operations and governance.
- Upon request from City staff, provide logistical support to arrange appointments, meetings, and site tours with key elected officials, their staff, and state agencies, departments, boards, and commissions.
- Provide necessary or requested written and oral reports on issues of importance to the City including: telephone calls and/or emails as needed to provide high priority alerts on breaking legislative, regulatory, and funding and ballot measure news; regularly-scheduled telephone calls (at a frequency determined by the City for purposes of providing updates and receiving direction; and, if needed, regular written reports reflecting the latest status of each bill lobbied or being monitored by the City, as well as an overview of ongoing policy and state and regional funding developments affecting City. Also, at the City's request, attend City meetings and provide presentations to City staff and leadership.
- Adhere to all regulations governing the activities of registered lobbyists in California, including preparing necessary Fair Political Practices Commission lobbying reports for execution by the City.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **ISSUANCE OR SALE OF DUTY FIREARM TO RETIRED POLICE CHIEF BILL LAGRONE**

DATE: **JANUARY 7, 2025**

SUMMARY

The City Council shall consider issuing or selling retired Police Chief Bill LaGrone's service firearm to him as a token of the City's appreciation for his twenty-two plus years of service to the City of Oroville.

DISCUSSION

Sworn law enforcement officers are issued a duty firearm upon assuming service for the City. It is common practice for local agencies to have a process where a long-term officer retiring in good standing may purchase or be issued their service issued firearm. Staff will be returning to the Council at a future meeting with a policy to consider. Pending a policy being developed and approved, staff are recommending that the Council issue or sell retired Police Chief Bill LaGrone his issued service firearm (Glock 22, 40 caliber, serial # EWL893. The firearm is 23-24 years old and valued at approximately $250-$325.

If approved, staff will work with LaGrone and the California Department of Justice to officially transfer the firearm. Additionally, the Oroville Police Department will retain any high capacity magazine's, and the firearm shall be removed from the inventory of OPD service weapons.

FISCAL IMPACT

None. The firearm is 23-24 years old and would not be reissued at this time / would be retained as a reserve firearm.

RECOMMENDATION

Approve the issuance of the duty firearm to retired Chief Bill LaGrone and Direct staff to work with LaGrone on the transfer of ownership; or

Approve the sale of the duty firearm to retired Chief Bill LaGrone Direct staff to work with LaGrone on the transfer of ownership; or

Retain the duty firearm as a reserve firearm.

.

ATTACHMENTS

None.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **BUDGET ADJUSTMENT FOR ELECTION COSTS**

DATE: **JANUARY 7, 2025**

SUMMARY

The City recently conducted an election on November 5, 2024, incurring expenses totaling $136,405.22. These expenses include costs for election administration, equipment, staffing, printing, and other necessary services. Although the election costs were anticipated, they exceeded the budgeted allocation due unanticipated total cost of the Measures that were printed. As a result, a budget adjustment is required to ensure all obligations are met, and the General Fund remains balanced.

DISCUSSION

The City recently incurred expenses totaling $136,405.22 for the November 5, 2024, election. These expenses include charges for election administration, equipment, staffing, printing, and other essential services necessary to ensure a smooth and compliant electoral process. The City had a number of items on the ballot: 3 City Council seats, 4 City measures and 1 measure that the City will receive reimbursement for from the Butte County Housing Authority.

Staff request a budget adjustment of $120,405.22 from Contingencies to cover these expenses.

FISCAL IMPACT

Approval of this budget adjustment will reduce the General Fund Contingency by $120,405.22, leaving approximately $655,000 in Contingencies for potential future unforeseen or unbudgeted expenditures.

ACTION REQUESTED –

1. **ADOPT RESOLUTION NO. 9340 - APPROVING THE BUDGET ADJUSTMENT AS RECOMMENDED (5/7 Vote Required).**

ATTACHMENTS

Invoices from the County Clerk Recorder:

- District C – 2024 Election
- District D – 2024 Election
- District E – 2024 Election
- Measure J – 2024 Election
- Measure K – 2024 Election
- Measure L – 2024 Election
- Measure M – 2024 Election
- Measure N – 2024 Election

Resolution No. 9340

CITY OF OROVILLE
RESOLUTION NO. 9340

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE APPROVING A BUDGET ADJUSTMENT TO COVER THE COSTS OF THE NOVEMBER 5, 2024, ELECTION

WHEREAS, the City of Oroville conducted a municipal election on November 5, 2024, incurring expenses totaling $136,405.22 for election administration, equipment, staffing, printing, and other necessary services; and

WHEREAS, the election included items on the ballot for three City Council seats, four City measures, and one measure for which the City will receive reimbursement from the Butte County Housing Authority; and

WHEREAS, the expenses exceeded the budgeted allocation due to unforeseen total costs, requiring a budget adjustment to ensure all financial obligations are met; and

WHEREAS, staff recommends a budget adjustment of $120,405.22 from the General Fund Contingencies to cover the election costs; and

WHEREAS, this adjustment will leave approximately $655,000 in the General Fund Contingencies to address potential future unforeseen or unbudgeted expenditures.

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

1. The City Council hereby approves a budget adjustment of $120,405.22 from the General Fund Contingencies to cover the costs of the November 5, 2024, election.
2. The City Council acknowledges that this adjustment will leave approximately $655,000 in the General Fund Contingencies.
3. The City Council authorizes the City Administrator to take any actions necessary to implement this resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on January 7, 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____ _____

David Ritchie, Assistant City Attorney

David W. Pittman, Mayor

_____

Kayla Reaster, Assistant City ClerK

Keaton Denlay | County Clerk-Recorder
Hall of Records | Elections Division
155 Nelson Avenue, Oroville, CA 95965-3411
Tel: 530-552-3400 | Toll Free in Butte County: 1-800-894-7761 | Fax: 530-538-6853

December 23, 2024

To: City of Oroville
City Clerk
1735 Montgomery Street
Oroville, CA 95965

Re: Billing for Election Services-Entities with Election
November 5, 2024 General Election

Attached you will find your election billing invoices. We have provided multiple invoices so that your agency may know the cost of the candidate contest and the cost of the measure contest for the above named election that includes costs in category 1, 2 & 3 as defined in the Methodology of Elections Cost Distribution. Please pay all invoices you have been sent.

Should you have any questions, please contact my assistant, Madison Wyman at 552-3402.

Sincerely,

Keaton Denlay
County Clerk-Recorder/Registrar of Voters

Enclosures:
Billing Invoice

Keaton Denlay | County Clerk-Recorder
Hall of Records | Elections Division
155 Nelson Avenue, Oroville, CA 95965-3411
Tel: 530-552-3400 | Toll Free in Butte County: 1-800-894-7761 | Fax: 530-538-6853

INVOICE

City of Oroville - District C
City Clerk
1735 Montgomery Street
Oroville, CA 95965

Date: December 23, 2024

Invoice Detail # 2024Nov-010
Fund No.F0010 CC0100 RC0212

Election Costs for: **November 5, 2024 General Election**

Category 1-Labor Costs Election Setup Expenses- Setup, Ballot & Voter Information Guide Printing, Candidate Filing	$3,382.43
Category 2-VCA Services Costs Vote Center Expenses- Regular & Extra Help Employees, Supplies	$249.77
Category 3-Election Services Costs Election Expenses- Regular & Extra Help Employees, Ballot Tabulation, Supplies	$1,328.12
Total Costs	$4,960.32

TOTAL AMOUNT DUE **$4,960.32**

Election Billing Terms:
Net 30 days from date of invoice

Registered Voter:	1,728
Actual Vote:	1,204
Cost per Vote Cast:	$ 4.12

Remit Payment to:
Butte County Elections Division, 155 Nelson Avenue Oroville CA 95965-3411
Include yellow copy of invoice.
Check must include memo "Election Cost Reimbursement"

Keaton Denlay | County Clerk-Recorder
Hall of Records | Elections Division
155 Nelson Avenue, Oroville, CA 95965-3411
Tel: 530-552-3400 | Toll Free in Butte County: 1-800-894-7761 | Fax: 530-538-6853

INVOICE

City of Oroville - District D
City Clerk
1735 Montgomery Street
Oroville, CA 95965

Date: December 23, 2024

Invoice Detail # 2024Nov-011
Fund No.F0010 CC0100 RC0212

Election Costs for: **November 5, 2024 General Election**

Category 1-Labor Costs Election Setup Expenses- Setup, Ballot & Voter Information Guide Printing, Candidate Filing	$3,405.86
Category 2-VCA Services Costs Vote Center Expenses- Regular & Extra Help Employees, Supplies	$285.04
Category 3-Election Services Costs Election Expenses- Regular & Extra Help Employees, Ballot Tabulation, Supplies	$1,515.65
Total Costs	$5,206.55

TOTAL AMOUNT DUE **$5,206.55**

Election Billing Terms:
Net 30 days from date of invoice

Registered Voter:	1,972
Actual Vote:	1,479
Cost per Vote Cast:	$ 3.52

Remit Payment to:
Butte County Elections Division, 155 Nelson Avenue Oroville CA 95965-3411
Include yellow copy of invoice.
Check must include memo "Election Cost Reimbursement"

Keaton Denlay | County Clerk-Recorder
Hall of Records | Elections Division
155 Nelson Avenue, Oroville, CA 95965-3411
Tel: 530-552-3400 | Toll Free in Butte County: 1-800-894-7761 | Fax: 530-538-6853

INVOICE

City of Oroville - District E
City Clerk
1735 Montgomery Street
Oroville, CA 95965

Date: December 23, 2024

Invoice Detail # 2024Nov-012
Fund No.F0010 CC0100 RC0212

Election Costs for: **November 5, 2024 General Election**

Category 1-Labor Costs Election Setup Expenses- Setup, Ballot & Voter Information Guide Printing, Candidate Filing	$2,660.58
Category 2-VCA Services Costs Vote Center Expenses- Regular & Extra Help Employees, Supplies	$208.29
Category 3-Election Services Costs Election Expenses- Regular & Extra Help Employees, Ballot Tabulation, Supplies	$1,182.53
Total Costs	$4,051.40

TOTAL AMOUNT DUE **$4,051.40**

Election Billing Terms:
Net 30 days from date of invoice

Registered Voter:	1,441
Actual Vote:	810
Cost per Vote Cast:	$ 5.00

Remit Payment to:
Butte County Elections Division, 155 Nelson Avenue Oroville CA 95965-3411
Include yellow copy of invoice.
Check must include memo "Election Cost Reimbursement"

Keaton Denlay | County Clerk-Recorder
Hall of Records | Elections Division
155 Nelson Avenue, Oroville, CA 95965-3411
Tel: 530-552-3400 | Toll Free in Butte County: 1-800-894-7761 | Fax: 530-538-6853

INVOICE

City of Oroville - Measure J
City Clerk
1735 Montgomery Street
Oroville, CA 95965

Date: December 23, 2024

Invoice Detail # 2024Nov-013
Fund No.F0010 CC0100 RC0212

Election Costs for: **November 5, 2024 General Election**

Category 1-Labor Costs Election Setup Expenses- Setup, Ballot & Voter Information Guide Printing, Candidate Filing	$13,707.41
Category 2-VCA Services Costs Vote Center Expenses- Regular & Extra Help Employees, Supplies	$1,378.80
Category 3-Election Services Costs Election Expenses- Regular & Extra Help Employees, Ballot Tabulation, Supplies	$9,351.18
Total Costs	$24,437.39

TOTAL AMOUNT DUE **$24,437.39**

Election Billing Terms:
Net 30 days from date of invoice

Registered Voter:	9,539
Actual Vote:	6,301
Cost per Vote Cast:	$ 3.88

Remit Payment to:
Butte County Elections Division, 155 Nelson Avenue Oroville CA 95965-3411
Include yellow copy of invoice.
Check must include memo "Election Cost Reimbursement"

Keaton Denlay | County Clerk-Recorder
Hall of Records | Elections Division
155 Nelson Avenue, Oroville, CA 95965-3411
Tel: 530-552-3400 | Toll Free in Butte County: 1-800-894-7761 | Fax: 530-538-6853

INVOICE

City of Oroville - Measure K
City Clerk
1735 Montgomery Street
Oroville, CA 95965

Date: December 23, 2024

Invoice Detail # 2024Nov-014
Fund No.F0010 CC0100 RC0212

Election Costs for: **November 5, 2024 General Election**

Category 1-Labor Costs Election Setup Expenses- Setup, Ballot & Voter Information Guide Printing, Candidate Filing	$13,707.41
Category 2-VCA Services Costs Vote Center Expenses- Regular & Extra Help Employees, Supplies	$1,378.80
Category 3-Election Services Costs Election Expenses- Regular & Extra Help Employees, Ballot Tabulation, Supplies	$9,351.18
Total Costs	$24,437.39

TOTAL AMOUNT DUE **$24,437.39**

Election Billing Terms:
Net 30 days from date of invoice

Registered Voter:	9,539
Actual Vote:	6,301
Cost per Vote Cast:	$ 3.88

Remit Payment to:
Butte County Elections Division, 155 Nelson Avenue Oroville CA 95965-3411
Include yellow copy of invoice.
Check must include memo "Election Cost Reimbursement"

Keaton Denlay | County Clerk-Recorder

Hall of Records | Elections Division

155 Nelson Avenue, Oroville, CA 95965-3411

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

INVOICE

City of Oroville - Measure L
City Clerk
1735 Montgomery Street
Oroville, CA 95965

Date: December 23, 2024

Invoice Detail # 2024Nov-015
Fund No.F0010 CC0100 RC0212

Election Costs for: **November 5, 2024 General Election**

Category 1-Labor Costs Election Setup Expenses- Setup, Ballot & Voter Information Guide Printing, Candidate Filing	$13,707.41
Category 2-VCA Services Costs Vote Center Expenses- Regular & Extra Help Employees, Supplies	$1,378.80
Category 3-Election Services Costs Election Expenses- Regular & Extra Help Employees, Ballot Tabulation, Supplies	$9,351.18
Total Costs	$24,437.39

TOTAL AMOUNT DUE **$24,437.39**

Election Billing Terms:
Net 30 days from date of invoice

Registered Voter:	9,539
Actual Vote:	6,301
Cost per Vote Cast:	$ 3.88

Remit Payment to:
Butte County Elections Division, 155 Nelson Avenue Oroville CA 95965-3411
Include yellow copy of invoice.
Check must include memo "Election Cost Reimbursement"

Keaton Denlay | County Clerk-Recorder
Hall of Records | Elections Division
155 Nelson Avenue, Oroville, CA 95965-3411
Tel: 530-552-3400 | Toll Free in Butte County: 1-800-894-7761 | Fax: 530-538-6853

INVOICE

City of Oroville - Measure M
City Clerk
1735 Montgomery Street
Oroville, CA 95965

Date: December 23, 2024

Invoice Detail # 2024Nov-016
Fund No.F0010 CC0100 RC0212

Election Costs for: **November 5, 2024 General Election**

Category 1-Labor Costs Election Setup Expenses- Setup, Ballot & Voter Information Guide Printing, Candidate Filing	$13,707.41
Category 2-VCA Services Costs Vote Center Expenses- Regular & Extra Help Employees, Supplies	$1,378.80
Category 3-Election Services Costs Election Expenses- Regular & Extra Help Employees, Ballot Tabulation, Supplies	$9,351.18
Total Costs	$24,437.39

TOTAL AMOUNT DUE **$24,437.39**

Election Billing Terms:
Net 30 days from date of invoice

Registered Voter:	9,539
Actual Vote:	6,301
Cost per Vote Cast:	$ 3.88

Remit Payment to:
Butte County Elections Division, 155 Nelson Avenue Oroville CA 95965-3411
Include yellow copy of invoice.
Check must include memo "Election Cost Reimbursement"

Keaton Denlay | County Clerk-Recorder
Hall of Records | Elections Division
155 Nelson Avenue, Oroville, CA 95965-3411
Tel: 530-552-3400 | Toll Free in Butte County: 1-800-894-7761 | Fax: 530-538-6853

INVOICE

City of Oroville - Measure N
City Clerk
1735 Montgomery Street
Oroville, CA 95965

Date: December 23, 2024

Invoice Detail # 2024Nov-017
Fund No.F0010 CC0100 RC0212

Election Costs for: **November 5, 2024 General Election**

Category 1-Labor Costs Election Setup Expenses- Setup, Ballot & Voter Information Guide Printing, Candidate Filing	$13,707.41
Category 2-VCA Services Costs Vote Center Expenses- Regular & Extra Help Employees, Supplies	$1,378.80
Category 3-Election Services Costs Election Expenses- Regular & Extra Help Employees, Ballot Tabulation, Supplies	$9,351.18
Total Costs	$24,437.39

TOTAL AMOUNT DUE **$24,437.39**

Election Billing Terms:
Net 30 days from date of invoice

Registered Voter:	9,539
Actual Vote:	6,301
Cost per Vote Cast:	$ 3.88

Remit Payment to:
Butte County Elections Division, 155 Nelson Avenue Oroville CA 95965-3411
Include yellow copy of invoice.
Check must include memo "Election Cost Reimbursement"

CITY OF OROVILLE

FIRE DEPARTMENT

Statistics Package

12/1/2024 to 12/31/2024

Countywide Cooperative Fire & Rescue Service

Definitions and Notes

Terms

Dispatched Agencies:
All agencies that are dispatched by the CAL FIRE / Butte County Fire Department Oroville Emergency Command Center
First Due Station:
The jurisdicational agency station's area where the incident happened based on the Computer Aided Dispatch Dynamic Routing First Due Station to another agency:

Agencies

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

Incident Types

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

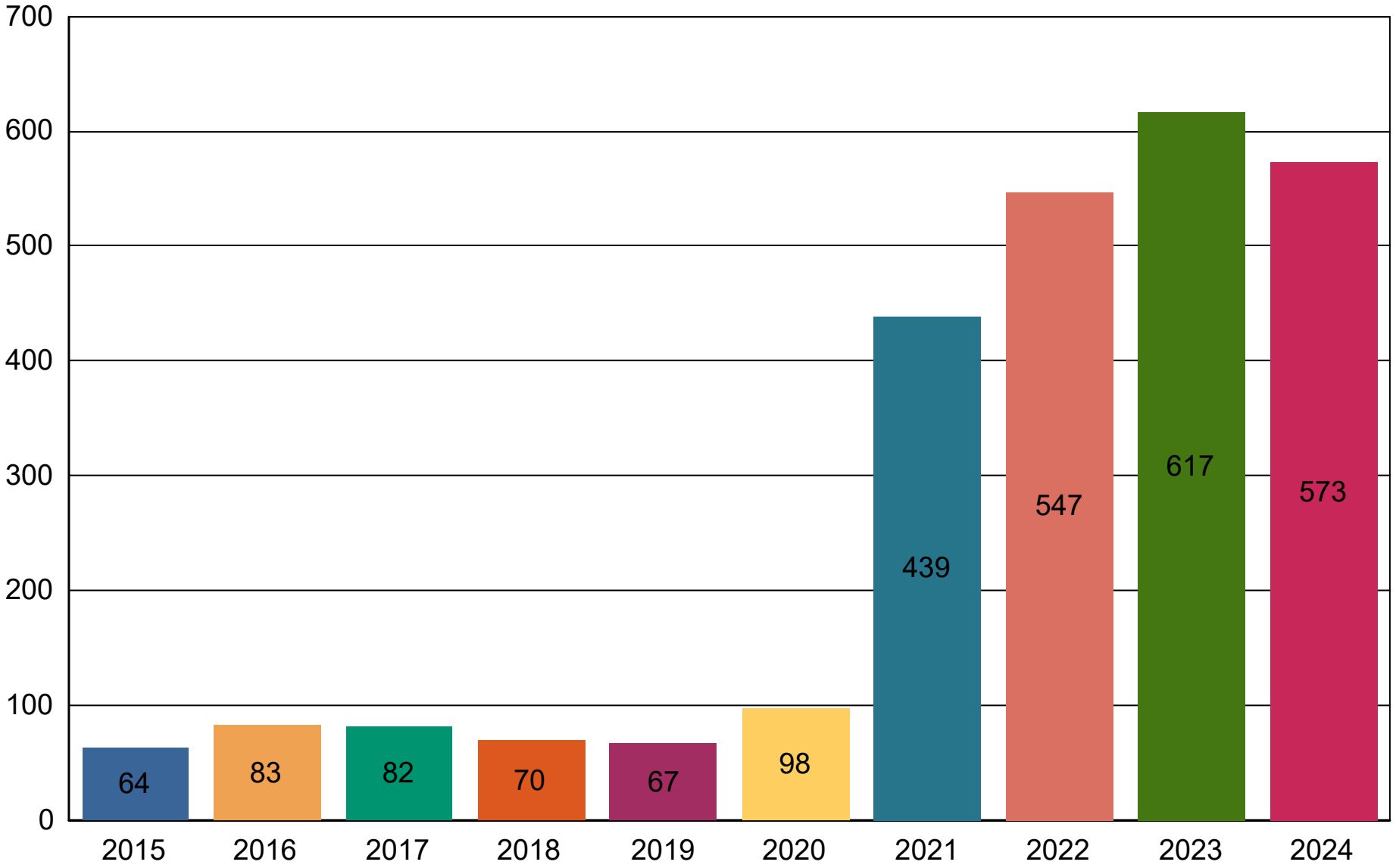
Stations

11 - CAL FIRE Butte Meadows	13 - CAL FIRE Stirling City	22 - CAL FIRE Cohasset
23 - CAL FIRE Forest Ranch	25 - Butte County Fire Butte College	33 - Butte County Fire Upper Ridge
35 - CAL FIRE Paradise	36 - CAL FIRE Jarbo Gap	41 - Butte County Fire Nord
44 - Butte County Fire South Chico	45 - Butte County Fire Durham	51 - CAL FIRE Feather Falls
54 - CAL FIRE Robinson Mill	55 - Butte County Fire Bangor	62 - CAL FIRE Harts Mill
63 - CAL FIRE Oroville	64 - Butte County Fire Kelly Ridge	71 - Butte County Fire Richvale
72 - Butte County Fire Palermo	73 - Butte County Fire Biggs	74 - Butte County Fire Gridley
81 - Paradise Birch Street	82 - Paradise South Libby Rd	91- CAL FIRE Oroville

ECC - CAL FIRE Oroville Emergency Command Center

10 Year Incident Comparison By Year All Incidents

12/1/24 To 12/31/24

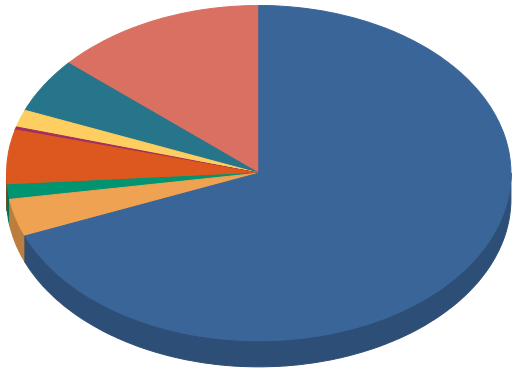


** DATA IS UNAVAILABLE PRIOR TO 02/11/2004*

Agency Activity 12/1/2024 to 12/31/2024

	MED	T/C	HAZ-CON	P/A	STR	OTH FIRE	F/A	MEDA	Total
CAORO	394	22	7	30	2	10	30	78	573
Total	394	22	7	30	2	10	30	78	573

Incident Type Percentages (All Agencies)

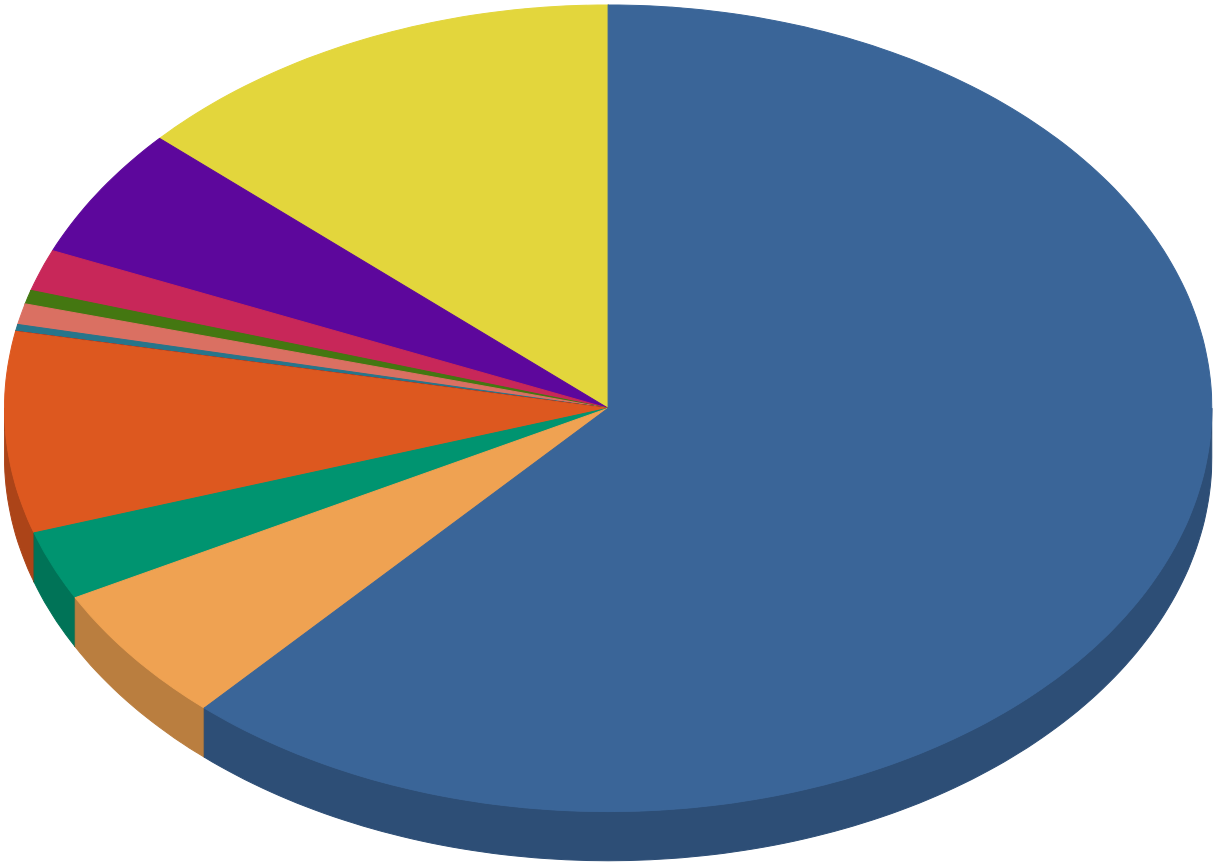


MEDICALS	394	68.8%
TRAFFIC COLLISIONS	22	3.8%
HAZARDOUS CONDITIONS	7	1.2%
PUBLIC ASSISTS	30	5.2%
STRUCTURE FIRES	2	0.3%
OTHER FIRES	10	1.7%
FALSE ALARMS	30	5.2%
MEDA	78	13.6%
Total:	573	100.0%

All Dispatched Agencies First Due Station Activity By Type
12/1/2024 To 12/31/2024

	MED	T/C	HAZ-CON	P/A	HAZ-MAT	STR	VEH	OTH FIRE	F/A	MEDA	Total
63	78	10	2	7	0	0	1	4	8	26	136
64	84	8	6	15	2	3	1	2	6	14	141
91	393	22	7	30	0	2	0	10	30	78	572
Total	555	40	15	52	2	5	2	16	44	118	849

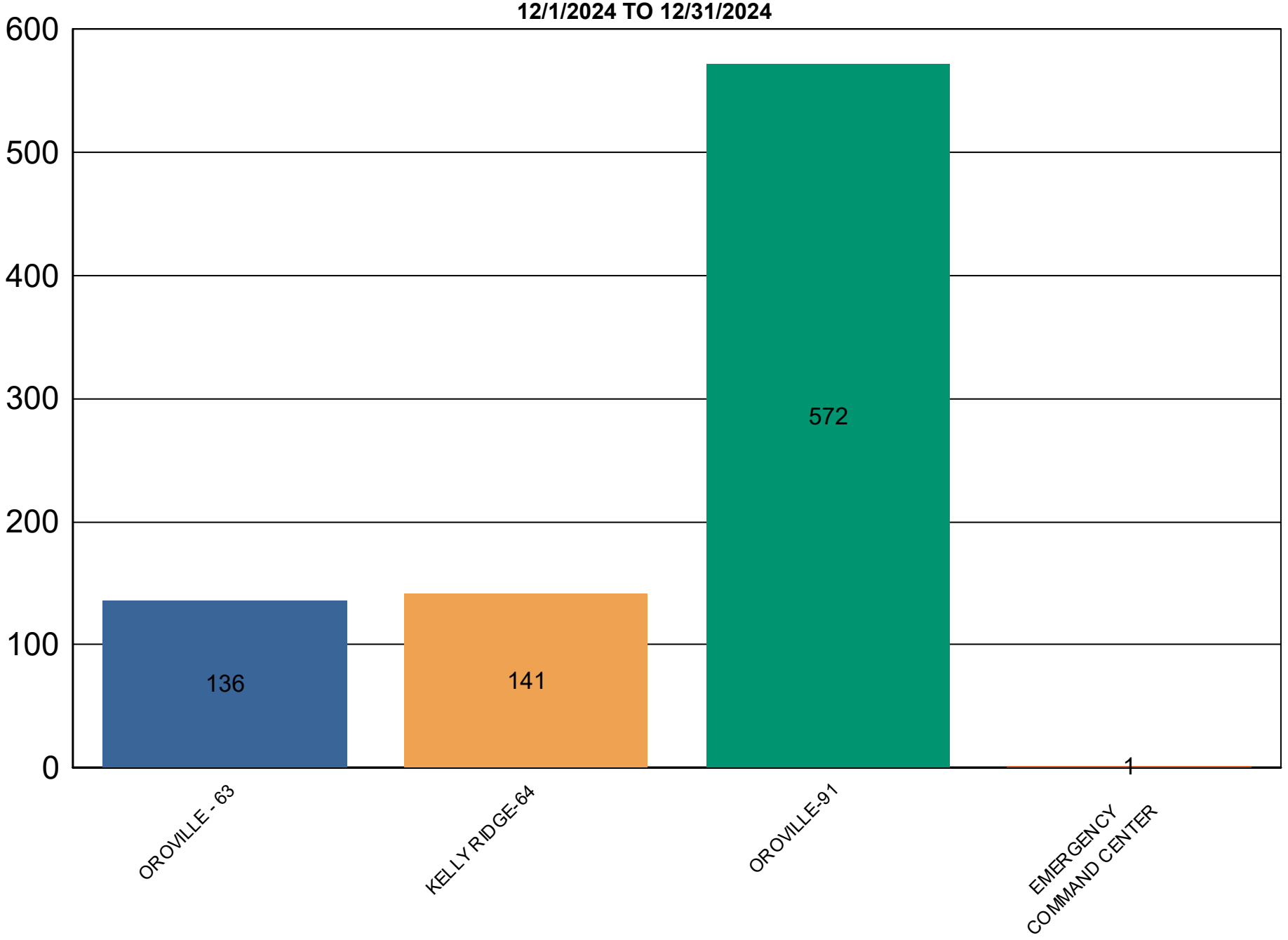
All Dispatched Agencies Incident Activity by Type
12/1/2024 TO 12/31/2024



MEDICALS	61.7%
TRAFFIC COLLISIONS	5.4%
HAZARDOUS CONDITIONS	2.7%
PUBLIC ASSISTS	8.0%
HAZARDOUS MATERIALS	0.1%
RESCUES	0.1%
VEGETATION FIRES	0.2%
STRUCTURE FIRES	0.9%
VEHICLE FIRES	0.6%
OTHER FIRES	1.6%
FALSE ALARMS	5.3%
MEDA	13.3%
Total:	100.0%

ALL DISPATCHED AGENCIES FIRST DUE STATION ACTIVITY

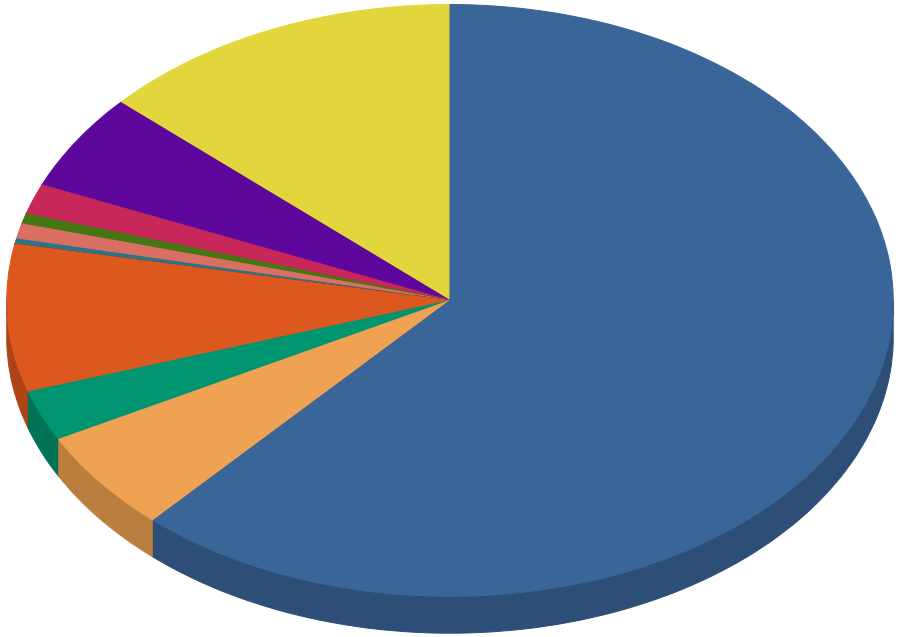
12/1/2024 TO 12/31/2024



Incident Activity by Type For City of Oroville FD
12/1/2024 To 12/31/2024

	MED	T/C	HAZ-CON	P/A	HAZ-MAT	STR	VEH	OTH FIRE	F/A	MEDA	Total
ECC	0	0	0	1	0	0	0	0	0	0	1
63	78	10	2	7	0	0	1	4	8	26	136
64	84	8	6	15	2	3	1	2	6	14	141
91	393	22	7	30	0	2	0	10	30	78	572
Total	555	40	15	53	2	5	2	16	44	118	850

Incident Activity by Type For City of Oroville FD



MEDICALS	61.7%
TRAFFIC COLLISIONS	5.4%
HAZARDOUS CONDITIONS	2.7%
PUBLIC ASSISTS	8.0%
HAZARDOUS MATERIALS	0.1%
RESCUES	0.1%
VEGETATION FIRES	0.2%
STRUCTURE FIRES	0.9%
VEHICLE FIRES	0.6%
OTHER FIRES	1.6%
FALSE ALARMS	5.3%
MEDA	13.3%
Total:	100.0%

Cooperator Assitance Provided to *CAL FIRE*/Butte County Fire
12/1/2024 to 12/31/2024

	MED	T/C	HAZ-CON	P/A	RESCUE	STR	VEH	OTH FIRE	F/A	MEDA	Total
CAORO	441	37	10	38	1	6	1	11	38	89	672
Total	441	37	10	38	1	6	1	11	38	89	672

Resource Agency Response to Jurisdictional Agency
12/1/2024 to 12/31/2024
CAORO to CAORO

Total Number of Incidents: **440**

Total Number of Resources Responding: **512**

		MED	T/C	HAZ-CON	P/A	STR	OTH FIRE	F/A	MEDA	Total
CAORO	**B9A**	0	5	0	0	0	0	6	0	11
	B9B	0	9	1	0	1	0	3	0	14
	E391	0	2	0	0	0	0	0	0	2
	E92	256	11	3	8	2	8	23	51	362
	T91	65	13	3	14	2	1	15	10	123
	Total	321	40	7	22	5	9	47	61	512

Resource Agency Response to Jurisdictional Agency
12/1/2024 to 12/31/2024
CABTC to CAORO

Total Number of Incidents: **141**

Total Number of Resources Responding: **152**

		MED	T/C	HAZ-CON	P/A	STR	OTH FIRE	F/A	MEDA	Total
CABTC	**CO64**	1	0	0	0	0	0	0	0	1
	E63	72	11	3	13	2	1	5	16	123
	E64	7	1	0	0	1	1	1	0	11
	E71	0	0	0	0	1	0	3	0	4
	E72	2	1	0	0	1	0	2	1	7
	Others	5	0	0	0	0	0	1	0	6
	Total	87	13	3	13	5	2	12	17	152

Resource Agency Response to Jurisdictional Agency
12/1/2024 to 12/31/2024
CAORO to CABTC

Total Number of Incidents: **78**

Total Number of Resources Responding: **85**

		MED	T/C	HAZ-CON	P/A	RESCUE	STR	VEH	OTH FIRE	F/A	MEDA	Total
CAORO	**B9A**	0	4	0	0	0	0	0	0	0	0	4
	B9B	1	3	0	0	0	0	1	0	0	0	5
	BOAT91	0	0	0	0	1	0	0	0	0	0	1
	E92	36	6	1	6	0	3	0	1	5	10	68
	RS91	0	0	0	0	1	0	0	0	0	0	1
	T91	1	1	0	1	1	1	0	0	0	1	6
	Total	38	14	1	7	3	4	1	1	5	11	85

Resource Agency Response to Jurisdictional Agency
12/01/2024 to 12/31/2024
CAL FIRE to CAORO

Total Number of Incidents: **49**

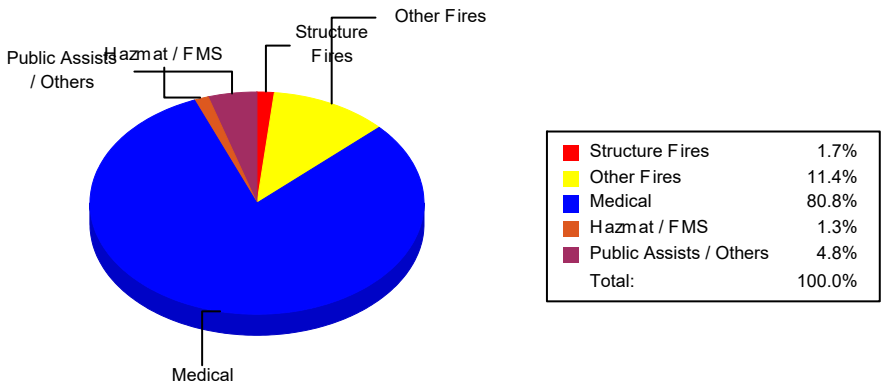
Total Number of Resources Responding: **70**

		MED	T/C	HAZ-CON	P/A	STR	OTH FIRE	F/A	MEDA	Total
CABTU	**B2102**	0	1	0	0	0	0	1	0	2
	B2103	1	1	0	0	0	0	1	0	3
	B2108	0	1	0	0	0	0	0	0	1
	B2116	0	0	0	0	0	0	1	0	1
	B2117	0	3	0	0	1	2	5	0	11
	D2104	0	0	0	0	0	0	1	0	1
	D2105	0	0	0	0	0	1	0	0	1
	D2106	0	0	0	0	2	0	0	0	2
	E2165	1	0	0	0	0	0	0	0	1
	E2169	9	3	2	2	1	1	2	2	22
	E2176	0	0	0	0	0	0	1	0	1
	E2180	2	1	0	2	0	0	0	2	7
	PIO2150	1	0	0	0	0	0	0	0	1
	PIOADVSE	0	0	2	0	2	2	1	0	7
	PRVADVSE	0	0	2	0	2	2	1	0	7
	T2106	0	0	0	0	1	0	0	0	1
	T2107	0	0	0	0	1	0	0	0	1
	Total	14	10	6	4	10	8	14	4	70

Battalion 9 Total Responses
12/1/2024 to 12/31/2024

	Structure Fires	Other Fires	Medical	Hazmat / FMS	Public Assists /	Total
B9A	0	6	9	0	0	15
B9B	1	9	14	1	0	25
E391	0	0	2	0	0	2
E92	5	38	370	4	14	431
T91	4	16	92	3	15	130
Total	10	69	487	8	29	603

Number of Incidents / Incident Type



Incident Activity by Station
12/1/2024 To 12/31/2024

	CABTC	CABTU	CAORO	Total
63	135	0	1	136
64	136	5	0	141
91	0	0	572	572
ECC	1	0	0	1
Total	272	5	573	850