



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

April 04, 2023
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council will meet with the Personnel Officer and City Attorney related to the following positions: Public Works Director and Community Development Director.

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. The City Attorney will provide a presentation on Sober Living Environments.

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

CONSENT CALENDAR

Consent calendar **items 1 - 9** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. **APPROVAL OF THE MINUTES**

The council may approve the minutes of March 21, 2023

RECOMMENDATION

Approve the minutes of March 21, 2023.

2. **CONSIDER AND APPROVE NEWLY CREATED JOB DESCRIPTIONS FOR HUMAN RESOURCE/RISK MANAGER, HUMAN RESOURCE ANALYST, AND HUMAN RESOURCE TECHNICIAN**

The City Council will consider adopting job descriptions for the Human Resource/Risk Manager, Human Resource Analyst, and Human Resource Technician.

RECOMMENDATION

Approve the attached job descriptions for Human Resource/Risk Manager, Human Resource Analyst, and Human Resource Technician.

3. **AWARD OF CONTRACT; YARD AND BRIDGE STREET INTERSECTION IMPROVEMENT PROJECT**

The Council may consider awarding a contract to All-American Construction of Live Oak for the construction of the Yard and Bridge Street Intersection Improvement Project.

RECOMMENDATION

Staff recommends awarding a contract to All-American Construction, Inc for \$174,773.00, and allocating \$18,000.00 for contingencies. Staff recommends that the City Administrator be authorized to execute the contract.

4. AWARD OF CONTRACT; PORTLAND LOOS PROJECT

The Council may consider awarding a contract to R&R Horn Contractors, Inc. of Chico for the construction of the Portland Loos Project.

RECOMMENDATION

Staff recommends awarding a contract to R&R Horn Contractors, Inc. for \$460,169.00 and allocating \$47,000.00 for contingencies, for a total of \$507,169 Staff recommends the Council authorize the City Administrator to execute the contract. Staff recommends approval of \$407,169 and reallocating \$100,000 from the Veterans Project.

5. AGREEMENT FOR AS NEEDED PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES WITH RUSSELL, GALLAWAY ASSOCIATES, INC.

The Council may consider authorizing the Mayor to execute an agreement for as needed professional architectural and engineering services with Russell, Gallaway Associates, Inc.

RECOMMENDATION

Authorize the Mayor to contract with Russell, Gallaway Associates, Inc. for as needed professional architectural and engineering and design services and approve Task Orders 1 & 2.

6. TRANSFER OF BEDROCK PARK PARCEL FROM FEATHER RIVER RECREATION AND PARKS DISTRICT TO THE CITY OF OROVILLE: APN 035-290-019

The Council may consider acceptance of Assessor's Parcel Number 035-290-019 containing a portion of the Bedrock parking lot, from Feather River Recreation and Parks District (FRRPD) to the City of Oroville.

RECOMMENDATION

Adopt Resolution No. 9131 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ALL TITLE AND ESCROW DOCUMENTS RELATED TO THE TRANSFER OF ONE FEATHER RIVER RECREATION AND PARKS DISTRICT PROPERTY; APN: 035-290-019, TO THE CITY OF OROVILLE

7. RATIFICATION OF ADDITIONAL REMEDIATION AND REPAIRS AT 33 CANYON HIGHLANDS DRIVE

The City Council is requested to ratify additional remediation work which was required to clear a home of mold spores due to a water leak at 33 Canyon Highlands Drive.

RECOMMENDATION

Staff recommends Council ratify the expenditures that were made for this emergency remediation at 33 Canyon Highlands Dr.

8. CONTRACT FOR ADMINISTRATIVE HEARING OFFICER SERVICES RELATED TO CODE ENFORCEMENT

The Council may consider the approval of an agreement for Administrative Hearing Officer services for the City of Oroville.

RECOMMENDATION

Approve Agreement No. 3452.

9. VOICE FOR THE ARTS AWARD SELECTION

The Council may approve the Arts Commission recommendations for the Voice of the Arts Award.

RECOMMENDATION

Approve the Arts Commission recommendation and award the Voice of the Arts Award to Community Individual Don Remley.

REGULAR BUSINESS

10. SELECTION OF THE 2023 SAMUEL J. NORRIS AWARD FOR EXCELLENCE RECIPIENT

The Council will consider the selection of a recipient for the 2023 Samuel J. Norris Award for Excellence.

RECOMMENDATION

Select a recipient for the 2023 Samuel J. Norris Award for Excellence, to be presented at the State of the City Address on April 25, 2023, at the Oroville State Theatre.

11. LETTER FROM YMCA REQUESTING CITY PARTNERSHIP IN BUILDING DOWNTOWN SWIMMING POOL/ATTRACTION

At the request of Council Member Johnstone and Council Member Webber, the Council will discuss the letter received from the YMCA of Superior California (YMCA) requesting to partner with the City to discuss bringing a pool to the downtown area of Oroville.

RECOMMENDATION

Provide staff direction; which could include recommending that this topic be initially discussed at the Council Executive Committee.

12. RE-ESTABLISHMENT OF THE COMMUNITY ENHANCEMENT BUDGET UNIT

At the March 21, 2023 regularly scheduled City Council meeting, Council Member Thomson and Council Member Webber discussed putting on the agenda the concept of providing some City funding for a 4th of July fireworks show. In addition, there were conversations of budgeting for funding to potentially help fund other projects that impacted the quality of life of our residents or provided a community benefit. In response to these discussions, staff are bringing forward for Council consideration, the re-establishment of the Community Enhancement budget unit.

RECOMMENDATION

Direct staff to re-establish the Community Enhancement budget unit with \$15,000 budgeted; or

Direct staff to re-establish the Community Enhancement budget unit with a different dollar amount budgeted; or

Provide other direction to staff.

13. FORMATION OF ARCHITECTURAL DESIGN WORK AD HOC COMMITTEE

At the March 21, 2023 regularly scheduled City Council meeting, Council Member Thomson and Council Member Webber requested an item be placed on the agenda to consider the establishment of an ad hoc committee to review architectural design work being performed on City buildings and property.

RECOMMENDATION

Provide direction to staff.

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 / CORRESPONDENCE

1. Council Announcements and Reports
2. Future Agenda Items
3. Administration Reports
4. Correspondence
 - i. LAIF Correspondence
 - ii. Haven of Hope on Wheels Bi-Annual Report
 - iii. Feather River Recreation and Park District Activity Center Closure

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on April 18, 2023 at 4:00 p.m.

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

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



Regulation of Sober Living Environments – Status of the Law

Presented by:
Scott E. Huber
Cole Huber LLP

1

Different Housing Types Currently Existing in California

- Drug and Alcohol Residential Treatment Facilities
- Community Care Residential Facilities
- Sober Living Environments and Other Independent Living Environments



2

Different Housing Types Currently Existing in California

Distinctions	Drug & Alcohol Residential Treatment Facilities	Community Care Residential Facilities	Sober Living & Other Independent Living
PURPOSE OF GROUP HOME	Drug and alcohol rehabilitation	Non-medical care and supervision essential for maintaining activities of daily living	Residents function as a family. No treatment or care is provided or required though residents may choose to receive care elsewhere
CLASS OF PERSONS WHO LIVE IN GROUP HOMES	Adult alcoholics and drug addicts needing treatment	Mentally ill, developmentally disabled, and other disabilities	Adults with disabilities who do not require care and supervision
REQUIRED TO BE LICENSED?	Yes	Yes	No
REGULATORY AUTHORITY	State Department of Alcohol and Drug Programs (ADP)	Department of Social Services (Community Care)	Zoning regulations that apply to residential dwelling units
ROSTER OF LOCATIONS	State Department of Alcohol and Drug Programs listed by county: http://www.adp.state.ca.us/adp/services/state_listing.asp	State Department of Social Services—Community Care Licensing http://www.cdss.ca.gov/bsosocialif/bsosocialif.asp	There are some voluntary local or state associations that list participating homes
ZONING REGULATIONS FOR 6 OR FEWER PERSONS	State law pre-empt local zoning restrictions for 6 or fewer	State law pre-empt local zoning restrictions for 6 or fewer	N/A
ZONING REGULATIONS FOR 7 OR MORE PERSONS	Conditional Use Permit usually required by local government. Reasonable accommodation may be granted per fair housing laws	Conditional Use Permit usually required by local government. Reasonable accommodation may be granted per fair housing laws	None if functioning as a family of unrelated adults in a single family dwelling unit. (See City of Santa Barbara v. Adamson, CA Supreme Court, 1980)
ON-SITE MANAGEMENT & STAFF	Yes	Yes	May employ house manager, etc. as other families may employ staff to help but no treatment, care or supervision is provided
MANAGEMENT & STAFF RESPONSIBILITIES	Provide treatment/recovery services, ensure property and program compliance	Provide care and supervision, ensure property and program compliance	N/A
REVENUE	Client fee/third party public/private funding	Client fee/third party public/private funding	Rent & sometimes third party funding
REPORT PROBLEMS TO:	1. Facility if unsatisfactory response report to: 2. Alcohol & Drug Programs	1. Facility if unsatisfactory response report to: 2. Community Care Licensing	• Property owner • Law enforcement • Code enforcement • Elected officials • Local association if member
CONSEQUENCES OF NUISANCE	Potential loss of license	Potential loss of license	County/municipal fines, civil suit, loss of registration in voluntary associations, shut down home

Futures, STEP - Rev 1 August 2009



3

Drug and Alcohol Residential Treatment Facilities

- The purpose is for drug and alcohol rehabilitation for adult alcoholics and drug addicts needing treatment
- Regulated by Department of Alcohol and Drug Programs (ADP)
- Must be licensed
- Must have on-site management
- State Law preempts local zoning for up to 6 or fewer residents; Conditional Use Permit may be required for 7 or more residents



4

Community Care Residential Facilities

- The purpose is to provide non-medical care and supervision for mentally ill, developmentally disabled and other residents with disabilities
- Regulated by Department of Social Services (Community Care)
- Must be licensed
- Must have on-site management
- State Law preempts local zoning for up to 6 or fewer residents; Conditional Use Permit may be required for 7 or more residents



5

Sober Living Environments and Other Independent Living Environments

- The purpose is to provide housing and a supportive environment for adult individuals with disabilities (drug and alcohol addictions)
- Not currently regulated by any state agency, however some agencies may financially support SLEs and have contractual rules for operator to follow
- No licensing required
- No on-site management required
- A local agency may only enforce zoning regulations that apply to all other residential dwelling units



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Sober Living Environments in Communities – Facts

- Sober Living Environments are not regulated by any state agency.
- Currently, no licenses are required or can be mandated for the operation of a Sober Living Environment
- Cities that have tried to regulate Sober Living Environments have been routinely found to be discriminatory in recent cases, such as the City of Encinitas and the City of Costa Mesa



7

Sober Living Environments – City of Encinitas

- Passed an ordinance in December 2020
- Separate definitions were provided for “group homes” and “sober living homes” (a subset of group homes), which differentiated those uses from “residential care facilities”.
- 650 foot buffer between other group homes
- SLEs had specific regulations related to participation in a legitimate recovery program, and mandatory good neighbor policies
- All group homes required a permit to operate



8

Sober Living Environments – City of Encinitas

- In March 2021, just three months after the ordinance passed, the Department of Housing and Community Development sent a letter stating that they found the ordinance to be discriminatory
- Referred the matter to the Attorney General for enforcement
- Demanded that the City immediately repeal the ordinance
- Discrimination found:
 - Protected class discrimination
 - Income discrimination among the residents
 - Imposition of different requirements on similarly situated residential properties
 - Ordinance made housing more difficult for members of a protected class



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Sober Living Environments – City of Encinitas

STATE OF CALIFORNIA, BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT
605 N. 5th Street, Suite 100
Sacramento, CA 95833
(916) 225-2471 FAX (916) 225-1453
www.hcd.ca.gov



March 25, 2021

Pamela Antil, City Manager
City of Encinitas
525 S. Village Avenue
Encinitas, CA 92024

RE: City of Encinitas Notice of Violation, Ordinance No. 2020-16 (Group Homes, Including Sober Living Homes)

Dear Pamela Antil:

The California Department of Housing and Community Development (HCD) has reviewed the City of Encinitas' Ordinance No. 2020-16 under its authority pursuant to Government Code section 65585, which extends to statutory prohibitions on discrimination in land use (Gov. Code, § 65006). HCD must notify the City and may notify the Office of the Attorney General when a city takes actions that are in violation of Government Code section 65008 (Gov. Code, § 65585, subd. (j)).

On December 16, 2020, the City adopted Ordinance No. 2020-16, amending the Municipal Code to regulate Group Homes and, as a subset of Group Homes, Sober Living Facilities. Described in greater detail below, HCD finds that the City's ordinance is in violation of statutory prohibitions on discrimination in land use (Gov. Code, § 65006) by imposing separate requirements on housing for a protected class (based on familial status and disability), limiting the use and enjoyment of their home, and jeopardizing the financial feasibility of group and sober living homes. The City must take immediate steps to repeal Ordinance No. 2020-16.

California's Planning and Zoning Law Prohibits Discrimination

California's Planning and Zoning Law (Gov. Code, § 65000 et al.) prohibits jurisdictions from engaging in discriminatory land use and planning activities.¹ Specifically, Government Code section 65008, subdivision (a), deems any action taken by a city or

¹ While not the subject of this letter per se, HCD also reminds the City of its related obligation under state law to affirmatively further fair housing. (Gov. Code, § 89595.5.) Under that statute, the city has a duty to "administer its programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and take no action that is materially inconsistent with its obligation to affirmatively further fair housing." (Gov. Code, § 89595.5, subd. (b).)



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Sober Living Environments – City of Costa Mesa

- In 2014 and 2015, Costa Mesa passed ordinances regulating Sober Living Environments
- 650 feet buffer between other group homes
- Required a special use permit for each home
- Mandatory good neighbor policies
- Required occupants to be enrolled in a legitimate recovery program



11

Sober Living Environments – City of Costa Mesa

- Costa Mesa had a series of wins in defending their ordinance (likely why Encinitas modeled their ordinance after Costa Mesa's)
- Two SLE operators sued claiming violations of the Fair Housing Act (FHA), the Americans with Disabilities Act (ADA), and the California Fair Employment and Housing Act (FEHA). [*SoCal Recovery LLC v. Costa Mesa* (2023) 56 F.4th 802.]
- City was granted summary judgment by the District Court
- In January 2023, the Ninth Circuit Court of Appeals overturned the rulings, declared that the ordinance is discriminatory, found violations of the FHA, ADA, and FEHA. Further, the Ninth Circuit directed the District Court to make further findings on remand consistent with their opinion.



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Sober Living Environments – Question and Answer

- Are SLEs part of any governmental program or oversight (state, county or city)?
 - No
- Does the City have the ability to license or restrict someone from owning or operating a SLE?
 - No
- Can the City reject, prohibit, or manage SLE activity?
 - No
- What happens if the City attempts to treat a SLE household different than any or every other household in the City?
 - HCD may issue a letter with a referral to the AG
 - Litigation that will result in large damages awards
 - Reputational harm to the City



13

Sober Living Environments – What You CAN Do

- The City can carry out regular code enforcement activities, provided it is done in an equal and evenhanded manner
- For example, the City can enforce:
 - Nuisance Abatement Regulations
 - Noise Regulations
 - Residential Maintenance Standards
 - Common Community Regulations



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Sober Living Environments – Going Forward

- I have recently joined a task force that is looking to resolve some of the concerns public agencies have related to SLEs
- There will likely be some legislation that will come about regarding this issue in the coming months
- For the moment, our recommendation is to pause any desire to regulate or restrict SLEs in the City
- The risk of an adverse result is simply too great at this time.



15

Questions?



16



**March 21, 2023
MINUTES**

This agenda was posted on March 17, 2023. This meeting was recorded and may be viewed at cityoforoville.org or on YouTube.

CALL TO ORDER / ROLL CALL

Vice Mayor Eric Smith opened the meeting at 4pm.

PRESENT: Council Members: Tracy Johnstone, Krysi Riggs, Scott Thomson (4:05pm), Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman (approximately 5:45-6:55pm)

STAFF: Assistant Community Development Director Dawn Nevers, Assistant City Administrator Ruth Duncan, City Attorney Scott Huber, Director of Code Enforcement Ron Belser, City Administrator Brian Ring, Assistant City Clerk Jackie Glover, Business Assistance and Housing Director Amy Bergstrand, Chief of Police Bill LaGrone, Principal Planner Wes Ervin

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54956.8, the Council met with Real Property Negotiators, City Administrator, and the City Attorney, regarding the properties commonly known as APN: 033-232-001 and 033-232-021
2. Pursuant to Government Code Section 54957(b), the Council met with the Personnel Officer and City Attorney relating to the following positions: Public Works Director and Community Development Director.

OPEN SESSION

1. Announcement from Closed Session – Vice Mayor Smith announced that direction given; no action taken.
 - a. City Attorney Huber announced that Mayor Pittman was away on official business with the Butte County Housing Authority and that he would be attending via zoom.
2. Pledge of Allegiance – Led by Ophir Students
3. Adoption of Agenda –

The following came to the attention of the city staff subsequent to the posting of the agenda for this March 21, 2023, meeting. Pursuant to Government Code 54954.2, staff is requesting the council take action to add the following item to the agenda:

Amend Agenda to add consent calendar item 11.5, as follows:

Letter in support of H.R. 1586 – Forest Protection and Wildland Firefighter Safety Act of 2023

Council to consider approving a letter in support of H.R. 1586

Item 1.

Motion by Council Member Goodson and seconded by Council Member Johnstone to approve the agenda with an addition of item 11.5 to the consent calendar. Motion passed.

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith
NOES: None
ABSTAIN: None
ABSENT: Pittman

PRESENTATIONS AND PROCLAMATIONS

1. Vice Mayor Smith presented a proclamation honoring the Oroville Concert Association for 70 years of service to the Oroville Community

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

The following individuals spoke on non-agenda items:

- Bill Speer

The following spoke on agenda items:

- Bill Speer – Future Agenda Items

CONSENT CALENDAR

Motion by Council Member Goodson and seconded by Council Member Riggs to approve the consent calendar items 1-11.5. Motion passed.

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith
NOES: None
ABSTAIN: None
ABSENT: Pittman

1. APPROVAL OF THE MINUTES

The Council approved the minutes of March 7, 2023.

2. AGREEMENT WITH ROYAL AIRE TO INSTALL MINI-SPLIT SYSTEM AT 33 CANYON HIGHLANDS DRIVE

The City Council approved a service agreement between the City of Oroville and Royal Aire to install a mini-split system at 33 Canyon Highlands Dr. in the amount of \$17,922 plus 10% contingency.

3. HOUSING SUCCESSOR AGENCY ANNUAL REPORT

The Council received and filed the Housing Successor Agency Annual Report for fiscal year ending June 30, 2022.

4. HOUSING ELEMENT ANNUAL REPORT

The Council received and filed the Housing Element Annual Progress Report for 2022.

5. CAPITAL PROJECT TASK ORDERS

The Council approved the issuing of three (3) task orders for the design of capital improvement projects with NorthStar Engineering.

Item 1.

6. AMENDMENT TO CONTRACT WITH BUTTE CONSTRUCTION COMPANY FOR ROOF REPLACEMENT AND FACADE REPAIRS AND IMPROVEMENTS OF THE WEST WING OF CITY HALL

The Council authorized staff to proceed with a budget adjustment for Contract Amendment No. 1, selecting Option A includes Change Orders 6, 8, 9, and 12-15, Change Order 11A for the cost to remove the solar and install a shut-off switch, and add in a \$35,000 contingency from fund 302 Capital Improvement Fund Balance.

7. AUTOCAD CIVIL 3D ENGINEERING DESIGN SOFTWARE

The Council approved the purchase of two one-year user licenses of AutoCAD Civil 3D design software.

8. RESOLUTION TO DECLARE EHMANN HOME A HISTORICAL LANDMARK

The Council approved Resolution No. 9130 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, DECLARING THE EHMANN HOME A HISTORICAL LANDMARK.

9. AUTHORIZATION TO TRANSFER CITY OF OROVILLE VEHICLE 79, 1999 FORD F-350 1 YARD DUMP TRUCK TO THE HOPE CENTER/CITY WORKS PROGRAM.

The Council authorized the transfer of City Vehicle 79, 1999 Ford F350 pickup, from Public Works to the Hope Center/City Works.

10. INVESTMENT POLICY ADOPTION FOR 2023

The Council **adopted Resolution No. 9129** - A RESOLUTION AUTHORIZING ADOPTION OF AN INVESTMENT POLICY FOR THE CITY OF OROVILLE FOR 2023.

11. CONSOLIDATION OF FUNDS

The Council approved the consolidation of Funds 302 and 303 to one Fund 302 and renamed it to the Capital Projects and Improvements Fund.

11.5 LETTER IN SUPPORT OF H.R. 1586 – FOREST PROTECTION AND WILDLAND FIREFIGHTER SAFETY ACT OF 2023

The council approved a letter in support of H.R. 1586.

REGULAR BUSINESS

12. MID YEAR FINANCIAL REVIEW

The Council received a mid-year financial report for revenues and expenditures for the first six months of the fiscal year July 1, 2022, to December 31, 2022.

Motion by Council Member Riggs and seconded by Council Member Goodson to approve budget adjustments as stated below and include an additional \$54,417.86 for a loan payoff.

Revenues

- Increase Finance budget line item 2001-4830 Refunds and Reimbursements \$10,000
- Increase Code Enforcement budget 2311-4570 Federal Grants \$120,000

Item 1.

Expenditures

- Increase to Risk Management in the General Fund 100, line item 1701-6100 to cover increased property damages claims. \$25,000
- Increase to the Code Enforcement budget in the General Fund 100 of \$95,000 to cover costs. 2311-6070 Fuel \$10,000, 2311-6270 Office Expense \$15,000, 2311-6360 Outside Services \$95,000. Total budget adjustment increases to Code Enforcement \$120,000.
- Increase to Fire budget in the District Tax Fund 102, to cover lingered expenses from the prior year. 2802-5240 \$12,548.00 for PERS costs, 2802-6070 Fuel \$4,549.22, 2802-6260 Maintenance Vehicle \$211.78
- Increase to the Public Works budget in the District Tax Fund 102, \$100,000 to cover engineering costs. 2902-5110 Salaries & Wages.

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith
 NOES: None
 ABSTAIN: None
 ABSENT: Pittman

13. PARTNERSHIP WITH DEPARTMENT OF WATER RESOURCES ON SALMONID HABITAT AND BEDROCK PARK LAGOON IMPROVEMENTS

The Council considered approval of a partnership with the Department of Water Resources to improve salmonid habitat in the Feather River, which includes the Bedrock Park lagoon.

Motion by Council Member Riggs and seconded by Council Member Goodson to authorize and direct staff to partner with the Department of Water resources for the rehabilitation of Bedrock Park Swim Lagoon for an estimated cost of \$100,000 with a 20% contingency. Motion passed.

AYES: Johnstone, Riggs, Goodson, Smith, Pittman
 NOES: Thomson and Webber
 ABSTAIN: None
 ABSENT: None

14. SANK PARK PERIMETER FENCE FINAL DESIGN PRESENTATION

The City Council was presented with the final design schematics of the fence and gates around the perimeter of Sank Park.

Motion by Council Member Riggs and seconded by Council Member Johnstone to set the spending limit of \$672,000 and authorize sending out an RFP. Motion passed.

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Pittman
 NOES: None
 ABSTAIN: None
 ABSENT: None

15. COUNCIL GOALS AND PRIORITIES WORKSHOP FORMAT

At the request of Vice Mayor Smith and Council Member Webber, the Council considered the format up the upcoming Goals and Priorities Workshop and provided staff direction.

16. COUNTY LIBRARY AD HOC COMMITTEE APPOINTMENTS

Item 1.

The Council considered appointing two members (1 Member and 1 alternate) to an ad hoc committee recently formed by the County, to review and assess alternatives with regard to how County libraries are structured and funded.

Motion by Council Member Thomson and seconded by Goodson to appoint Krysi Riggs as the voting member and Eric Smith as an alternate. Motion passed.

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Pittman
NOES: None
ABSTAIN: None
ABSENT: None

Vice Mayor Smith recused himself from the meeting due to being employed by the Oroville Chamber of Commerce, topic of Item 17.

Mayor Pittman took over chair responsibilities.

17. OROVILLE CHAMBER OF COMMERCE ANNUAL DINNER

The Council will consider the authorization for the purchase of one or two sponsor tables at the 2023 Oroville Chamber of Commerce Annual Dinner to be held on April 6, 2023.

Motion by Council Member Webber and seconded by Council Member Goodson to authorize Staff to purchase two tables for the city at the 2023 annual dinner. Motion passed.

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Pittman
NOES: None
ABSTAIN: None
ABSENT: Smith (Recused)

Vice Mayor Smith Returned to the meeting and resumed chair responsibilities.

18. OROVILLE REBRANDING AD HOC COMMITTEE CREATION AND MAYORAL APPOINTMENTS TO COMMITTEE

At the request of Vice Mayor Smith and Council Member Webber, the Council considered creating an ad hoc committee to work with staff and North Star Place Branding & Marketing (North Star) on the city rebranding project.

Motion by Council Member Webber and seconded by Council Member Goodson to create an ad hoc committee and approve the mayor's appointments of Council Member Krysi Riggs and Vice Mayor Eric Smith to sit on the committee. Motion passed.

AYES: Johnstone, Riggs, Thomson, Goodson, Webber, Smith, Pittman
NOES: None
ABSTAIN: None
ABSENT: None

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

There were 0 public speakers during this 2nd public comment section.

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
 - a. Riggs – Spoke about Oroville Downtown Business Association events.
 - b. Johnstone – mentioned the July 1 – Airport Fly In Day – 8am-3pm
 - c. Smith – Spoke about Arbor Day
 - d. Webber – Recognized Treasurer Karolyn Fairbanks, spoke about the Oroville Rescue Mission Resource Offerings and Egg Hunt on April 8th.
2. Future Agenda Items
 - Johnstone/Mayor – YMCA Pool
 - Webber/Thomson – Covid Money for Fireworks Display
 - Thomson/Webber – Ad Hoc Committee for remodeling of City Buildings/City Property
 - Thomson – Financial Support for projects and events that the Chamber and Other Organizations host to improve quality of life in Oroville.
 - Thomson/Webber/Smith – Oak Tree Ordinance
3. Administration Reports
 - Bergstrand – Mentioned the Neighborhood Cleanup Grant is being awarded.
 - Ring – Spoke about his first few weeks working with the city.
 - Belser – Spoke about staff training, and activity of the department.
 - Duncan – Mentioned her presentation and provided clarification on the Council Stipends.
 - Nevers – Spoke about activities of the departments and upcoming projects.
4. Correspondence
 - i. Oroville Dam Citizens Advisory Committee - Three Year Report
 - ii. Notice from PG&E - Amended request to increase rates (A.22-08-003)

ADJOURN THE MEETING

Vice Mayor Smith adjourned the meeting at 7:29pm

APPROVED:

ATTESTED:

Vice Mayor Eric Smith

Assistant City Clerk Jackie Glover



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL

FROM: LIZ EHRENSTROM, HUMAN RESOURCE/RISK MANAGER

**RE: CONSIDER AND APPROVE NEWLY CREATED JOB DESCRIPTIONS
FOR HUMAN RESOURCE/RISK MANAGER, HUMAN RESOURCE
ANALYST, AND HUMAN RESOURCE TECHNICIAN**

DATE: APRIL 4, 2023

SUMMARY

The City Council will consider adopting job descriptions for the Human Resource/Risk Manager, Human Resource Analyst, and Human Resource Technician.

DISCUSSION

The City Council will consider the adoption of the attached job descriptions for Human Resource/Risk Manager, Human Resource Analyst, and Human Resource Technician. These positions have been approved and are included in the Fiscal Year 2022/23 budget pending the development of the job descriptions. The approved salary ranges are included as reference.

FISCAL IMPACT

None - positions are include in the Fiscal Year 2022/23 budget.

RECOMMENDATION

Approve the attached job descriptions for Human Resource/Risk Manager, Human Resource Analyst, and Human Resource Technician.

ATTACHMENTS

Human Resource/Risk Manager Job Description
Human Resource Analyst Job Description
Human Resource Technician Job Description
Salary ranges for the Human Resource Analyst and Technician

IT Analyst	\$54,413.10	\$57,133.76	\$59,990.44	\$62,989.96	\$66,139.46	\$69,446.44	\$72,918.76	\$76,564.70	Annual
Accounting Analyst	\$4,534.43	\$4,761.15	\$4,999.20	\$5,249.16	\$5,511.62	\$5,787.20	\$6,076.56	\$6,380.39	Monthly
Human Resource Analyst	\$26.16014	\$27.46815	\$28.84156	\$30.28364	\$31.79782	\$33.38771	\$35.05710	\$36.80995	Hourly
Accounting Technician II	\$42,571.59	\$44,700.17	\$46,935.18	\$49,281.94	\$51,746.03	\$54,333.34	\$57,050.00	\$59,902.50	Annual
Human Resource Technician	\$3,547.63	\$3,725.01	\$3,911.26	\$4,106.83	\$4,312.17	\$4,527.78	\$4,754.17	\$4,991.88	Monthly
	\$20.46711	\$21.49047	\$22.56499	\$23.69324	\$24.87790	\$26.12180	\$27.42789	\$28.79928	Hourly

HUMAN RESOURCE /RISK MANAGER**DEFINITION**

Performs professional level human resources duties, to include, but not limited to, recruitment, examination, selection, equal employment opportunity, employee relations, benefits administration, classification, compensation, general personnel support, and risk management; implements and administers assigned program responsibilities; conducts research, analysis, and preparation of reports; performs other related duties as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Director of Finance. Provides direction to the Human Resource Analyst and the Human Resource Technician.

EXAMPLES OF ESSENTIAL FUNCTIONS - *Essential functions may include, but are not limited to, the following:*

Oversees the City's recruitment and selection activities including advertising of open positions, obtaining interview panel members, tracking progress through the employment process, and conducting thorough background checks;

Manages the completion of classification and compensation studies;

Supervises the day-to-day activities of the Human Resources Department;

Acts as the Risk Manager and provides oversight of risk management activities for the City with an emphasis on workers' compensation and general liability;

Assists the Labor Consultant during labor negotiations and Memorandum of Understanding administration;

Consults and advises with Department Directors, Managers and Supervisors on a wide variety of human resources, risk, and general management/employee issues;

Advises City staff regarding grievances and/or disciplinary actions; gathers and assembles information to prepare disciplinary documents; provide advice and guidance to departments on employee relation matters, and in the interpretation and application of memorandums of understanding, personnel rules, policies, and procedures.

Assists in coordinating various training programs for City departments;

Ensures compliance with various City, State, and Federal programs and regulations including the Americans with Disabilities Act, FMLA/CFRA, Cal-OSHA, Affirmative Action and Sexual Harassment guidelines;

Coordinates leave management programs; advises employees on their rights under Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), State Disability Insurance(SDI), Paid Family Care Leave (PFL), long-term disability, and disability retirement; receives and processes requests for FMLA, CFRA, and other leaves; determines eligibility and sends initial notices; requests additional information and prepares other leave-related correspondence; recommends approval or denial of leaves.

May assist in conducting investigations involving potential disciplinary actions and alleged violations of the provisions of the City's Personnel Rules & Regulations and the Memorandums of Understandings with each bargaining unit;

Maintains departmental records and employee files in a confidential manner;

Preparing reports and efficiently maintain accurate records.

Serves on various boards and/or committees for Human Resources and Risk Management;

Represent the department before the City Council, community, outside agencies and at professional meetings as requested.

Performs other duties and assumes other responsibilities as assigned;

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of public human resources administration, including recruitment, selection, labor and employee relations, and employee benefits; legal and professional standards and procedures for the development, administration, and validation of assessment instruments; research methods; principles and practices of program and budget development, administration, and evaluation; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations; basic principles of mathematics; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office equipment including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Establish and maintain a high level of communication, cooperation, and understanding among all levels of City staff with regard to human resources policies and programs; administer labor relations agreements fairly and effectively; collect, analyze, and interpret survey and statistical data; develop and coordinate work programs; interpret, explain and apply applicable laws, codes and regulations; train, supervise and motivate assigned staff; plan, organize, train, evaluate and direct work of assigned staff; demonstrate strong people and problem solving skills, be self-motivated, display positive character, and provide for an innovative culture; make adjustments to standard operating procedures to improve effectiveness and comply with regulatory changes as appropriate; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Education:

Graduation from a four-year college or university with major coursework in human resources, business administration, public administration, or a closely related field.

Experience:

At least five (5) years of recent, fulltime human resources experience with at least two years of management experience. Governmental experience is desirable.

Substitution:

A Master's degree in human resources, management, business administration, public administration, or a closely related field may be substituted for one year of the required experience.

Additional Requirements:

Possession and Maintenance of a valid California Class C driver's license is required.

TYPICAL WORKING CONDITIONS

Work typically is performed in a normal office environment. Occasionally work is performed outdoors, possibly exposing employee to traffic and construction hazards, adverse weather conditions, wetness and humidity, above-average noise, air contaminants, fumes, and dust.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch, and reach while performing office and field inspection duties; lift and/or move objects weighing up to 25 pounds; use hands to finger, handle or feel objects, tools, or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

HUMAN RESOURCE ANALYST**DEFINITION**

Under general supervision, learns to perform and performs advanced level human resources duties related to recruitment, examination, selection, equal employment opportunity, employee relations, benefits administration, classification, compensation, general personnel support, and risk management; implements and administers assigned program responsibilities; conducts research, analysis, and preparation of reports; performs other related duties as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Human Resource Manager. May oversee the activities of the Human Resource Technician.

EXAMPLES OF ESSENTIAL FUNCTIONS - *Essential functions may include, but are not limited to, the following:*

Assists in the performance of duties related to the Human Resource/Risk Management Department.

Assists in recruitment, examination, selection, equal employment opportunity, employee relations, benefits, classification, compensation, and general personnel support.

Gathers information from employees, departments, and outside agencies for personnel information.

Assists in developing, coordinating, and administering the recruitment and interview process, including preparing job announcements, employment advertising and other recruitment materials; evaluating employment applications; developing interview schedules and panels and creating interview binders for oral interviews.

Provides information and advice to employment applicants and the general public concerning employment opportunities and recruitment procedures.

Assists in obtaining or disseminating information concerning human resource policies, procedures, wage rates and terms of labor contracts to City staff and the public.

Assists in conducting salary surveys; responds to compensation and classification survey requests; assists in analyzing salary data and preparing related reports.

Assists in maintaining health benefits for City staff, including forms processing and completion, open enrollment and answering all questions from City staff regarding their health benefits.

Coordinates leave management programs; advises employees on their rights under Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), State Disability Insurance (SDI), Paid Family Care Leave (PFL), long-term disability, and disability retirement; receives and processes requests for FMLA, CFRA, and other leaves; determines eligibility and sends initial notices; requests additional information and prepares other leave-related correspondence; recommends approval or denial of leaves.

Assists in preparing all personnel action forms, including new hires and separations, and ensures they are signed by the appropriate personnel, and submits to payroll for processing.

Assists in creating policy and procedures for the Human Resource Department and other city departments.

Assists in coordinating HR activities with other divisions, departments, government agencies and outside organizations; provides technical assistance as needed.

Responds to department and citizen's complaints.

Assists advising City staff regarding grievances and/or disciplinary actions; gathers and assembles information to prepare disciplinary documents; provide advice and guidance to departments on employee relation matters, and in the interpretation and application of memorandums of understanding, personnel rules, policies, and procedures.

Establishes effective working relationships with representatives of community organizations, state, and local agencies and associations, City management, staff, and the public.

May represent the department before the City Council, community, outside agencies and at professional meetings as requested.

Maintains the confidentiality of all records and information within the department.

Performs other duties and assumes other responsibilities as assigned;

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of public human resources administration, including recruitment, selection, labor and employee relations, and employee benefits; legal and professional standards and procedures for the development, administration, and validation of assessment instruments; research methods; principles and practices of program and budget development, administration, and evaluation; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations; basic principles of mathematics; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office equipment including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Establish and maintain a high level of communication, cooperation, and understanding among all levels of City staff with regard to human resources policies and programs; administer labor relations agreements fairly and effectively; collect, analyze, and interpret survey and statistical data; develop and coordinate work programs; interpret, explain and apply applicable laws, codes and regulations; train, supervise and motivate

assigned staff; plan, organize, train, evaluate and direct work of assigned staff; demonstrate strong people and problem solving skills, be self-motivated, display positive character, and provide for an innovative culture; make adjustments to standard operating procedures to improve effectiveness and comply with regulatory changes as appropriate; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Education:

An associate degree from an accredited two-year college with major coursework in human resources, business administration, public administration, or a closely related field. A bachelor's degree or currently enrolled to obtain a bachelor's degree is highly desirable.

Experience:

At least three (3) years of recent, fulltime human resources or office experience. Governmental experience is highly desirable.

Substitution:

A bachelor's degree in human resources, business administration, public administration, or a closely related field may be substituted for one year of the required experience.

Additional Requirements:

Possession and maintenance of a valid California Class C driver's license.

TYPICAL WORKING CONDITIONS

Work typically is performed in a normal office environment. Occasionally work is performed outdoors, possibly exposing employee to traffic and construction hazards, adverse weather conditions, wetness and humidity, above-average noise, air contaminants, fumes, and dust.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch, and reach while performing office and field inspection duties; lift and/or move objects weighing up to 25 pounds; use hands to finger, handle or feel objects, tools, or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

HUMAN RESOURCE TECHNICIAN**DEFINITION**

Under general supervision, learns to perform and performs entry level human resources duties related to recruitment, examination, selection, equal employment opportunity, employee relations, benefits administration, classification, compensation, and general personnel support; implements and administers assigned program responsibilities; conducts research, analysis, and preparation of reports; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The Human Resource Technician is the entry level class in which the incumbent is expected to learn and assist in the performance of human resources activities of the department.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Human Resource Manager and the Human Resource Analyst.

EXAMPLES OF ESSENTIAL FUNCTIONS - *Essential functions may include, but are not limited to, the following:*

Assists in performing duties related to recruitment, examination, selection, equal employment opportunity, employee relations, benefits, classification, compensation, and general personnel support.

Assists in gathering information from employees, departments, and outside agencies for personnel information.

Assists in developing, coordinating and administering the recruitment and interview process, including assisting in conducting job analysis, developing recruitment plans and creative outreach techniques to attract a diverse applicant pool; assists in designing and developing job related selection procedures; assists in evaluating employment applications; developing examination schedules; administering and evaluating oral, written, physical ability and performance tests and other assessment instruments; assists in preparing job announcements, employment advertising and other recruitment materials.

Assists in providing information and advice to employment applicants and the general public concerning employment opportunities and examination procedures.

Assists in providing information concerning human resources policies, procedures, wage rates and terms of labor contracts to City staff and the public; may conduct salary surveys; respond to compensation and classification survey requests; assists in analyzing salary data and preparing related reports.

Assists in maintaining health benefits for City staff, including forms processing and completion, open enrollment and answering questions from City staff regarding their health benefits.

Assists in maintaining and issuing performance reviews for City staff.

Assists in compiling data for use in a variety of special reports.

Assists in preparing procedures, written materials, budgets, forms, charts, and other materials for distribution internally and externally.

Assists in coordinating HR activities with other divisions, departments, government agencies and outside organizations; provides technical assistance as needed.

Assists in responding to department and citizen's complaints.

Establishes effective working relationships with staff, management, community organizations, state, and local agencies and associations, City management, staff, and the public.

Assists in preparing all personnel action forms, including new hires and separations, and ensures they are signed by the appropriate personnel, and submits to payroll for processing.

Maintains the confidentiality of all records and information within the department.

Completes other duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of public human resources administration, including recruitment, selection, labor and employee relations, and employee benefits; legal and professional standards and procedures for the development, administration, and validation of assessment instruments; research methods; principles and practices of program and budget development, administration, and evaluation; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations; basic principles of mathematics; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office equipment including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Establish and maintain a high level of communication, cooperation, and understanding among all levels of City staff with regard to human resources policies and programs; administer labor relations agreements fairly and effectively; collect, analyze, and interpret survey and statistical data; develop and coordinate work programs; interpret, explain and apply applicable laws, codes and regulations; train, supervise and motivate

assigned staff; plan, organize, train, evaluate and direct work of assigned staff; demonstrate strong people and problem solving skills, be self-motivated, display positive character, and provide for an innovative culture; make adjustments to standard operating procedures to improve effectiveness and comply with regulatory changes as appropriate; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Education:

A High School Diploma or GED. An associate Degree from an accredited college or university with major coursework in human resources, business administration, public administration is highly desirable.

Experience:

At least two (2) years of recent, office and/or customer service experience. Governmental experience is desirable.

Substitution:

An associate degree in human resources, business administration, public administration, or a closely related field may be substituted for one year of the required experience.

Additional Requirements:

Possession and maintenance of a valid California Class C driver's license.

TYPICAL WORKING CONDITIONS

Work typically is performed in a normal office environment. Occasionally work is performed outdoors, possibly exposing employee to traffic and construction hazards, adverse weather conditions, wetness and humidity, above-average noise, air contaminants, fumes, and dust.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch, and reach while performing office and field inspection duties; lift and/or move objects weighing up to 25 pounds; use hands to finger, handle or feel objects, tools, or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: MATT THOMPSON, P.E. ACTING CITY ENGINEER

**RE: AWARD OF CONTRACT; YARD AND BRIDGE STREET INTERSECTION
IMPROVEMENT PROJECT**

DATE: APRIL 4, 2023

SUMMARY

The Council may consider awarding a contract to All-American Construction of Live Oak for the construction of the Yard and Bridge Street Intersection Improvement Project.

DISCUSSION

This project is at the intersection of Yard Street and Bridge Street in front of the Oroville High School. This project will reconstruct three access ramps to meet ADA standards, remove the valley gutter running north to south, and install an additional drainage inlet on the southeast corner. This project has been deemed a high priority because of the desire to complete it before school begins in August.

Plans and Specifications were issued for bid on February 6, 2023 and bids were received on March 14, 2023.

The low bidder was All-American Construction, Inc at \$174,773.00. The engineer's estimate was \$204,000.00 with contingencies. Staff recommends allocating a contingency of approximately 10% on the low bid for field changes and adjustment due to unforeseen circumstances.

FISCAL IMPACT

Appropriations of \$192,773.00 are available in the Special Gas Tax Fund (SB1) 5071-6230, Local Transportation Fund – Maintenance Streets.

RECOMMENDATION

Staff recommends awarding a contract to All-American Construction, Inc for \$174,773.00, and allocating \$18,000.00 for contingencies. Staff recommends that the City Administrator be authorized to execute the contract.

ATTACHMENTS

Bid Summary

Construction Contract

Yard and Bridge Street Intersection Improvement Project		
Contrator	Bid Amount	Rank
All-American Construction,Inc	\$ 174,773.00	1
R&R Horn Contractors	\$ 215,494.00	2
Santos Excavating	\$ 218,060.00	3
FBD Vanguard Construction	\$ 234,157.00	4
Franklin Construction	\$ 276,428.00	5
CO-T Construction	\$ 332,329.00	6

PROJECT CONTRACT

THIS PROJECT CONTRACT (the "contract" or "Contract") is made and entered into this day of _____, by and between City of Oroville (referred to herein as the "Owner" or the "City") and All-American Construction (the "Contractor").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. THE CONTRACT DOCUMENTS.

The complete contract is comprised of and may or may not include: Invitation for Bids; Information for Bidders; Bid Schedule; Proposal Form; Bidder's Bond; Contract; General Conditions; Special Provisions; Technical Provisions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Orders; Supplemental Drawings Issued; Drawings; Specifications and Contract Documents; All addenda or bulletins issued during the time of bidding or forming a part of the documents loaned to the bidder for preparation of the bid; The complete plans and provisions, regulations, ordinances, codes, and laws incorporated therein or herein by reference or otherwise applicable to the Project.

All the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are hereinafter referred to collectively as the Contract Documents.

2. THE WORK.

Contractor agrees to furnish all tools, apparatus, facilities, equipment, labor, and materials (except that specifically mentioned as being furnished by others) necessary to perform and complete the work in a "good and workmanlike manner" as called for, and in the manner designated in, and in strict conformity with the Plans, Detail Specifications, and other Contract Documents which are identified by the signatures of the parties to this Contract and are, collectively, entitled:

"Yard and Bridge Street Intersection Improvements"

3. CONTRACT PRICE.

The City agrees to pay, and the Contractor agrees to accept, in full payment for the work above agreed to be done, the following compensation: \$174,773.00. In no event shall Contractor's compensation exceed the amount of \$174,773.00 without additional written authorization from the City. 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.

For the purpose of fixing the amount of bonds referred to in the Instructions to Bidders, it is estimated by both Parties that the total contract price shall be based on the Contractor's Base Bid amount.

4. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting the true value of any work done or any work omitted, or of any extra work which the Contractor may be required to do or respecting the size of any payment to the Contractor during the performance of this Contract, the dispute shall be informally mediated between the parties. Following such mediation, either party may file an action exclusively in the Butte County Superior Court or in the United States District Court, Eastern District of California. Under no condition shall there be a cessation of work by the Contractor during any such dispute. This article does not exclude recovery of damages by either party for delays.

5. PAYMENT.

Not later than the 20th day of each calendar month, the Contractor shall make a partial payment request to the City on the basis of an estimate approved by the Engineer of the work performed since the last partial payment request during the preceding month by the Contractor with five percent (5%) of the amount of each such estimate retained by the City, until completion of the Project and the recordation of a Notice of Completion of all work covered by this Contract. The City shall make any partial payments provided for in this contract to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor. The City shall pay the Contractor interest on the amount of any portion of a partial payment, excluding retention amounts, not made to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor at the legal rate set forth in California Code of Civil Procedure Section 685.010. Upon receipt of a partial payment request from the Contractor, the City shall review the partial payment request for the purpose of determining whether or not the partial payment request is a proper partial payment request. Any partial payment request determined by the City not to be a proper partial payment request suitable for payment shall be returned to the Contractor by the City within 14 days of the City's receipt of such partial payment request. A partial payment request returned to the Contractor by the City under the provisions of this section shall be accompanied by a written document setting forth the reason(s) why the partial payment request is not proper. The number of days for the City to make a certain partial payment provided for in this Contract, without incurring interest pursuant to this section, shall be reduced by the number of days by which the City exceeds the 14 day return period for such partial payment request, if determined to be improper, as set forth in this section. For the purposes of this section, a "partial payment" means all payments due to the Contractor under this contract, exclusive of that portion of the final payment designated as retention earnings. Also, for the purposes of this section, a partial payment request shall be considered properly executed by the City if funds are available to pay the partial payment request and payment is not delayed due to an audit inquiry by the City's financial officer. The City will release Contractor's retention earnings within 45 days after recordation of Notice of Completion, as defined in California Civil Code Section 3093. Recordation of a Notice of Completion for the Project by the City shall constitute the City's acceptance of the Project work.

6. TIME FOR COMPLETION.

All work under this contract shall be completed within a period of 45 working days from the date of the Contractor's receipt of a Notice to Proceed from the City.

7. EXTENSION OF TIME.

If the Contractor is delayed by acts of negligence of the City, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts, fire, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City, or by any justifiable cause which the Engineer shall authorize, then the Contractor shall make out a written claim addressed to the City setting forth the reason for the delay and the extension of the time requested and forward a copy of the claim to the Engineer for approval. The Engineer will evaluate the claim and if the claim is justifiable, will request the City's approval. No such extension will be allowed unless a written claim therefore has been made within 3 days after the delay became apparent.

If the Contractor fails or refuses to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Two Thousand Seven Hundred Dollars (\$2,700.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

8. LABOR PROVISIONS.

The project is subject to both federal and state prevailing wages. The Contractor shall pay laborers the higher of either the federal or state prevailing wage rate determination for the trades to be utilized. The contractor and all subcontractors on the project shall complete electronic reporting of prevailing wage rate reports through the Department of Industrial Relations, with copies of such reports to be provided to the City.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS REQUIREMENTS.

As used in the following provision, the term "laborers" and "mechanics" include watchmen and guards.

a. Overtime Requirements. Neither the Contractor nor any subcontractor contracting for any part of the Project which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph a. above, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. above, in the sum of \$2,700 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a. above.

c. Withholding for Unpaid Wages and Liquidated Damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or

cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b. above.

d. Working conditions. Neither the Contractor nor any subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

e. Subcontracts. The Contractor and any subcontractor shall insert in any subcontracts the clauses set forth in paragraphs a. through d. and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a. through d.

10. NONDISCRIMINATION.

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

11. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM PROVISIONS.

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Contractor receives from City. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

12. CIVIL RIGHTS.

The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision binds the Contractor from the bid solicitation period through the completion of the contract. This provision shall be inserted in all subcontracts, subleases and other agreements at all tiers.

13. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

14. INFORMATION AND REPORTS.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City and shall set forth what efforts it has made to obtain the information.

15. SANCTIONS FOR NONCOMPLIANCE.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

16. INSPECTION OF RECORDS.

The Contractor shall maintain an acceptable cost accounting system. The City, the Federal Aviation Administration, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to this Contract or the Project for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for 3 years after the City makes final payment and all other pending matters are closed.

17. RIGHTS IN INVENTIONS.

All rights to inventions and materials, if any, generated under this contract are subject to regulations issued by the City. Information regarding these rights is available from the City.

18. BREACH OF CONTRACT TERMS.

Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be

necessary to enforce the rights of the City under this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

19. TERMINATION OF CONTRACT BY CITY

a. The City may, by written notice, terminate this Contract in whole or in part at any time, either for the City's convenience or because of the Contractor's failure to fulfill its contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in process, delivered to the City.

b. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the Contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been affected for the convenience of the City. In such event, adjustment in the contract price shall be made as provided in the second paragraph of this clause.

e. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

20. INCORPORATION OF PROVISIONS.

The Contractor shall include the provisions of this contract in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations of directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

21. CONTRACTOR CLAIMS OF \$375,000 OR LESS.

Claims by the Contractor relating to the Project for (a) a time extension, (b) money or damages arising from work done by, or on behalf of, the Contractor on the Project for which payment is not expressly provided for or to which the Contractor is not otherwise entitled, or (c) an amount that is disputed by the City, with a value of \$375,000 or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and the incorporated documents, conditions and specifications.

22. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

a. No Federal appropriated funds shall be paid, by or on behalf of the Contractor or its subcontractors, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the amendment or modification of any Federal grant.

b. If any funds other than Federal appropriated funds have been paid or will be paid by the Contractor or its subcontractors to any person for influencing or attempting to influence an officer or employee of the City, any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

23. ASSIGNMENT OF CERTAIN RIGHTS TO THE CITY.

In entering into this Contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor and/or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

24. ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

IN WITNESS WHEREOF, two identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the day and year first herein written.

AGENCY: City of Oroville (First Party)

By: _____
Brian Ring

City Administrator
(Official Title)

CONTRACTOR: _____(Second Party)

By: _____
(Authorized Representative)

(Official Title)



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: MATT THOMPSON, P.E. ACTING CITY ENGINEER

RE: AWARD OF CONTRACT; PORTLAND LOOS PROJECT

DATE: APRIL 4, 2023

SUMMARY

The Council may consider awarding a contract to R&R Horn Contractors, Inc. of Chico for the construction of the Portland Loos Project.

DISCUSSION

This project is for the construction and installation of two (2) Portland Loo self-contained restroom units purchased for the Feather River Trail Improvements in March of 2021. One Portland Loo will be installed at Bedrock Park and the other at Centennial Plaza. A third location was identified in 2021 near the Veterans Memorial Park. Butte County has already planned for the public restroom to be a brick and mortar construction. Council at the time had allocated \$100,000 to this third location. Staff recommends to reallocate the \$100,000 to assist in the construction for these two locations.

Plans and Specifications were issued for bid on February 14, 2023, and bids were received on March 16, 2023.

The low bidder was R&R Horn Contractors, Inc. at \$460,169.00 The engineer's estimate was \$480,546.00 with contingencies. Staff recommends allocating a contingency of approximately 10% on the low bid for field changes and adjustment due to unforeseen circumstances.

FISCAL IMPACT

Appropriations in the amount of \$507,169.00 are available in the Capital Projects & Improvement Fund. 7311-8010, Buildings and Improvements.

RECOMMENDATION

Staff recommends awarding a contract to R&R Horn Contractors, Inc. for \$460,169.00 and allocating \$47,000.00 for contingencies, for a total of \$507,169 Staff recommends the Council authorize the City Administrator to execute the contract. Staff recommends approval of \$407,169 and reallocating \$100,000 from the Veterans Project.

ATTACHMENTS

Bid Summary

Construction Contract

PROJECT CONTRACT

THIS PROJECT CONTRACT (the "contract" or "Contract") is made and entered into this day of _____, by and between City of Oroville (referred to herein as the "Owner" or the "City") and R&R Horn Contractors, Inc. (the "Contractor").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. THE CONTRACT DOCUMENTS.

The complete contract is comprised of and may or may not include: Invitation for Bids; Information for Bidders; Bid Schedule; Proposal Form; Bidder's Bond; Contract; General Conditions; Special Provisions; Technical Provisions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Orders; Supplemental Drawings Issued; Drawings; Specifications and Contract Documents; All addenda or bulletins issued during the time of bidding or forming a part of the documents loaned to the bidder for preparation of the bid; The complete plans and provisions, regulations, ordinances, codes, and laws incorporated therein or herein by reference or otherwise applicable to the Project.

All the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are hereinafter referred to collectively as the Contract Documents.

2. THE WORK.

Contractor agrees to furnish all tools, apparatus, facilities, equipment, labor, and materials (except that specifically mentioned as being furnished by others) necessary to perform and complete the work in a "good and workmanlike manner" as called for, and in the manner designated in, and in strict conformity with the Plans, Detail Specifications, and other Contract Documents which are identified by the signatures of the parties to this Contract and are, collectively, entitled:

"Portland Loo Project"

3. CONTRACT PRICE.

The City agrees to pay, and the Contractor agrees to accept, in full payment for the work above agreed to be done, the following compensation: \$460,169.00. In no event shall Contractor's compensation exceed the amount of \$460,169.00 without additional written authorization from the City. 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.

For the purpose of fixing the amount of bonds referred to in the Instructions to Bidders, it is estimated by both Parties that the total contract price shall be based on the Contractor's Base Bid amount.

4. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting the true value of any work done or any work omitted, or of any extra work which the Contractor may be required to do or respecting the size of any payment to the Contractor during the performance of this Contract, the dispute shall be informally mediated between the parties. Following such mediation, either party may file an action exclusively in the Butte County Superior Court or in the United States District Court, Eastern District of California. Under no condition shall there be a cessation of work by the Contractor during any such dispute. This article does not exclude recovery of damages by either party for delays.

5. PAYMENT.

Not later than the 20th day of each calendar month, the Contractor shall make a partial payment request to the City on the basis of an estimate approved by the Engineer of the work performed since the last partial payment request during the preceding month by the Contractor with five percent (5%) of the amount of each such estimate retained by the City, until completion of the Project and the recordation of a Notice of Completion of all work covered by this Contract. The City shall make any partial payments provided for in this contract to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor. The City shall pay the Contractor interest on the amount of any portion of a partial payment, excluding retention amounts, not made to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor at the legal rate set forth in California Code of Civil Procedure Section 685.010. Upon receipt of a partial payment request from the Contractor, the City shall review the partial payment request for the purpose of determining whether or not the partial payment request is a proper partial payment request. Any partial payment request determined by the City not to be a proper partial payment request suitable for payment shall be returned to the Contractor by the City within 14 days of the City's receipt of such partial payment request. A partial payment request returned to the Contractor by the City under the provisions of this section shall be accompanied by a written document setting forth the reason(s) why the partial payment request is not proper. The number of days for the City to make a certain partial payment provided for in this Contract, without incurring interest pursuant to this section, shall be reduced by the number of days by which the City exceeds the 14 day return period for such partial payment request, if determined to be improper, as set forth in this section. For the purposes of this section, a "partial payment" means all payments due to the Contractor under this contract, exclusive of that portion of the final payment designated as retention earnings. Also, for the purposes of this section, a partial payment request shall be considered properly executed by the City if funds are available to pay the partial payment request and payment is not delayed due to an audit inquiry by the City's financial officer. The City will release Contractor's retention earnings within 45 days after recordation of Notice of Completion, as defined in California Civil Code Section 3093. Recordation of a Notice of Completion for the Project by the City shall constitute the City's acceptance of the Project work.

6. TIME FOR COMPLETION.

All work under this contract shall be completed within a period of 30 working days from the date of the Contractor's receipt of a Notice to Proceed from the City.

7. EXTENSION OF TIME.

If the Contractor is delayed by acts of negligence of the City, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts, fire, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City, or by any justifiable cause which the Engineer shall authorize, then the Contractor shall make out a written claim addressed to the City setting forth the reason for the delay and the extension of the time requested and forward a copy of the claim to the Engineer for approval. The Engineer will evaluate the claim and if the claim is justifiable, will request the City's approval. No such extension will be allowed unless a written claim therefore has been made within 3 days after the delay became apparent.

If the Contractor fails or refuses to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Three Thousand Hundred Dollars (\$3,000.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

8. LABOR PROVISIONS.

The project is subject to both federal and state prevailing wages. The Contractor shall pay laborers the higher of either the federal or state prevailing wage rate determination for the trades to be utilized. The contractor and all subcontractors on the project shall complete electronic reporting of prevailing wage rate reports through the Department of Industrial Relations, with copies of such reports to be provided to the City.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS REQUIREMENTS.

As used in the following provision, the term "laborers" and "mechanics" include watchmen and guards.

a. Overtime Requirements. Neither the Contractor nor any subcontractor contracting for any part of the Project which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph a. above, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. above, in the sum of \$2,700 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a. above.

c. Withholding for Unpaid Wages and Liquidated Damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or

subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b. above.

d. Working conditions. Neither the Contractor nor any subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

e. Subcontracts. The Contractor and any subcontractor shall insert in any subcontracts the clauses set forth in paragraphs a. through d. and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a. through d.

10. NONDISCRIMINATION.

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

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The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City and shall set forth what efforts it has made to obtain the information.

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In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

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The Contractor shall maintain an acceptable cost accounting system. The City, the Federal Aviation Administration, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to this Contract or the Project for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for 3 years after the City makes final payment and all other pending matters are closed.

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All rights to inventions and materials, if any, generated under this contract are subject to regulations issued by the City. Information regarding these rights is available from the City.

18. BREACH OF CONTRACT TERMS.

Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the City under this Contract. The duties and obligations imposed

by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

19. TERMINATION OF CONTRACT BY CITY

a. The City may, by written notice, terminate this Contract in whole or in part at any time, either for the City's convenience or because of the Contractor's failure to fulfill its contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in process, delivered to the City.

b. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the Contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been affected for the convenience of the City. In such event, adjustment in the contract price shall be made as provided in the second paragraph of this clause.

e. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

20. INCORPORATION OF PROVISIONS.

The Contractor shall include the provisions of this contract in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations of directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

21. CONTRACTOR CLAIMS OF \$375,000 OR LESS.

Claims by the Contractor relating to the Project for (a) a time extension, (b) money or damages arising from work done by, or on behalf of, the Contractor on the Project for which payment is not expressly provided for or to which the Contractor is not otherwise entitled, or (c) an amount that is disputed by the City, with a value of \$375,000 or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and the incorporated documents, conditions and specifications.

22. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

a. No Federal appropriated funds shall be paid, by or on behalf of the Contractor or its subcontractors, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the amendment or modification of any Federal grant.

b. If any funds other than Federal appropriated funds have been paid or will be paid by the Contractor or its subcontractors to any person for influencing or attempting to influence an officer or employee of the City, any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

23. ASSIGNMENT OF CERTAIN RIGHTS TO THE CITY.

In entering into this Contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor and/or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

24. ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

IN WITNESS WHEREOF, two identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the day and year first herein written.

AGENCY: City of Oroville (First Party)

By: _____
Brian Ring

City Administrator
(Official Title)

CONTRACTOR: _____ (Second Party)

By: _____
(Authorized Representative)

(Official Title)

Portland Loos Bid Opening Results				
Contractor	Base Bid	Additive Bid	Total	Rank
R&R Horn Contractors, Inc.	\$ 319,949.00	\$ 140,220.00	\$ 460,169.00	1
Franklin Construction	\$ 401,919.00	\$ 231,655.00	\$ 633,574.00	2



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

**RE: AGREEMENT FOR AS NEEDED PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES WITH RUSSELL, GALLAWAY
ASSOCIATES, INC.**

DATE: APRIL 4, 2023

SUMMARY

The Council may consider authorizing the Mayor to execute an agreement for as needed professional architectural and engineering services with Russell, Gallaway Associates, Inc.

DISCUSSION

The City has requested an informal proposal from Russell, Gallaway Associates, Inc. (RGA), a qualified professional architectural and engineering firm, to provide professional architectural and engineering services to support the City's numerous facility improvement projects.

While the City has an engineering division and is currently contracted with other consulting firms for as-needed civil engineering services, the need for further assistance with structural engineering of existing and new facility projects is immediate.

The contract shall be "as needed" and may be terminated at the sole discretion of the City. The contract will allow the City to issue task orders to the consultant. Each task order shall define the exact scope of work for each project and what services the selected consultant shall provide. The consultant shall provide a not-to-exceed cost proposal and a schedule for each task order issued. The selected consultant's proposal for each task order shall identify the deliverables to be provided and any work proposed to be performed by City staff.

Prior to issuing a task order, City staff will seek authorization from the Council. The budget for each task order shall be tracked separately.

At this time staff are recommending RGA for the professional architectural and structural engineering and design services. This firm is from Chico and is known by staff for doing quality work.

FISCAL IMPACT

Task order 1 in the amount of \$29,700 and Task order 2 in the amount of \$25,400. Total cost of \$ 55,100. Tasks costs are appropriated in the Capital Project and Improvement Fund 7311-6360 Outside Services.

Task Orders 1 & 2, are for the engineering and design work to be performed in the 22/23 fiscal year and for the projects to be ready for bid and construction phase in the 23/24 fiscal year.

RECOMMENDATION

Authorize the Mayor to contract with Russell, Gallaway Associates, Inc. for as needed professional architectural and engineering and design services and approve Task Orders 1 & 2.

ATTACHMENTS

Agreement No. 3451 – Russell, Gallaway Associates, Inc.
Task Order No. 1
Proposal for City Hall Restroom & Lobby Improvements
Task Order No. 2
Proposal for Scout House Remodel

SERVICES AGREEMENT (PROFESSIONAL SERVICES)
On-Call Civil Engineering Services
City Agreement No. 3451

This Services Agreement (Professional Services) for On-Call Structural Engineering Services (“**Agreement**”) by and between the City of Oroville, a California charter city (“**City**”), and **Russell, Gallaway Associates, Inc.** (“**Consultant**”), is effective on the Effective Date identified on the signature page.

RECITALS

A. The City desires to obtain the Services more particularly described in this Agreement and Exhibit “A,” and generally including professional civil engineering and planning Services on an on-call basis.

B. On **April 4, 2023**, the Consultant submitted a proposal demonstrating the Consultant’s qualifications and experiences to provide such Services.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. **SCOPE OF SERVICES.**

1.1. **Services.** Consultant, acting in its capacity as an engineer, licensed and in good standing under California law, will perform the Services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit “A”** and incorporated herein by reference (“**Services**”), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City’s authorized representative, the City Administrator (“**City’s Authorized Representative**”). Services required by the City shall be determined by task orders issued by the City and accepted by Consultant.

1.2. **Standard of Care.** In performing the Services, Consultant will meet or exceed the applicable standard of care for and exercise the degree of skill and diligence ordinarily used by reputable professionals within the State of California who provide the same or similar type of professional Services as the Services required under this Agreement. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. **Independent Contractor.** Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Consultant will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or reject any proposed subconsultant, based on the subconsultant's qualifications, relevant experience, or reputation.

1.5. Third Party Beneficiaries. Except to the extent expressly stated herein, this Agreement will not be construed to create any rights in third parties.

Time for Performance. Time is of the essence for the performance of all Services and duties under this Agreement. Consultant will commence and complete all Services by the dates and within any timeframes set forth in task orders issued by the City and accepted by the Consultant. Consultant will submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Consultant's delay.

1.6. Errors and Omissions. Consultant is solely responsible for costs arising from its errors and omissions, including increased construction costs or delay costs. Upon City's request, Consultant will promptly correct its errors and omissions, at no cost to the City.

1.7. Unsatisfactory Services. Upon written notice from the City that any of the Services are unsatisfactory or fail to comply with the requirements of this Agreement (collectively, "**Unsatisfactory Services**"), Consultant will promptly correct or cure any such Unsatisfactory Services as specified in the City's written notice. Consultant will not be entitled to any additional compensation or extension of time to correct or cure the Unsatisfactory Services. Consultant's correction or cure of Unsatisfactory Services will not operate to waive the City's rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Consultant.

2. COMPENSATION.

2.1. Payment. The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference, as compensation in full for Services satisfactorily performed under task orders accepted by Consultant and in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed the amount specified in task orders without prior written authorization from the City. If the City authorizes Consultant to perform Services in addition to the Scope of Services set forth in Exhibit "A," Consultant will be compensated in accordance with the rates and charges in Exhibit "B." Consultant will not be entitled to any compensation for additional Services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

2.2. Invoices. Consultant will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum, the invoice will identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts. Separate invoices shall be submitted for individual task orders.

3. AUTHORIZED REPRESENTATIVE. Consultant hereby assigns **Ross Simmons**, to serve as the Consultant's authorized representative ("**Consultant's Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

3.1. Substitutions. As a material inducement to entering into this Agreement, the City has relied upon Consultant's representations regarding Consultant's qualifications (including the qualifications of Consultant's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A" and "B"). Consultant will not replace Consultant's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A" and "B") without the City's prior written consent.

4. NOTICES. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY: Dawn Nevers, Asst. Community Development Director
City of Oroville
1735 Montgomery Street
Oroville, CA 95965
dnevers@cityoforoville.org

TO CONSULTANT: Matt Gallaway, Russell, Gallaway Associates, Inc.
115 Myers St, Suite 110
Chico, CA 95928

5. TERM. The term of this Agreement begins on the date it is signed by the City Clerk, below, attesting full execution of the Agreement by both parties ("**Effective Date**"), and ends upon Consultant's completion of the Services required by this Agreement, unless terminated earlier as provided herein. The following provisions will survive expiration or

termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).

6. CITY'S RIGHT TO TERMINATE. The City may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to Consultant, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

7. DEFAULT AND DISPUTE RESOLUTION.

7.1. Default. Consultant will be deemed in default of this Agreement if Consultant is not complying with the terms of this Agreement, or the City has reason to believe that Consultant's ability to perform the Services has been or will be impaired. If either of these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.

7.2. Dispute Resolution. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the City.

7.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session will take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

7.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by Consultant arising from or related to this Agreement, are subject to the claim presentment requirements in the Government Claims Act (Government Code section 900 et seq.).

8. INFORMATION AND RECORDS.

8.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement. Consultant's obligations under this section will survive the termination of this Agreement.

8.2. Title to Records. All original documents or records ("**work product**"), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and subconsultants), whether complete or in progress, are the property of the City. Consultant will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Consultant may make and keep copies of the work product.

8.3. Contract Cost Disclosure. For any document or report prepared in whole or in part by Consultant pursuant to this Agreement, Consultant will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.

8.4. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

8.5. Electronic Communications. Consultant will use reasonably good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the City if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the City.

8.6. Copyrights/Patents. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

9. ACCIDENT REPORT. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

9.1. A description of the damage including date, time, and location, and whether any City property was involved.

- 9.1.1. Name and contact information of any witness; and
- 9.1.2. Name and address of the injured or deceased person(s); and
- 9.1.3. Name and address of Consultant's insurance company.

10. INDEMNIFICATION. To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "**Liability**") of any nature, arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Agreement. Consistent with Civil Code Section 2782, Consultant will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. To the extent that Services are "design professional Services," as defined by Civil Code Section 2782.8, the cost to defend charged to the Consultant will not exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers' compensation insurance.

11. INSURANCE. Without limiting Consultant's indemnification obligations in section 10, Consultant will procure and maintain throughout the period of this Agreement, the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subcontractors:

11.1. General Liability Policy. Comprehensive or Commercial General Liability Insurance ("**CGL**") at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence. If the Services involve explosive, underground or collapse risks, XCU will be included. If a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

11.2. Automobile Liability Policy. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident, combined single limit.

11.3. Workers' Compensation. Workers' Compensation insurance meeting statutory limits of the Labor Code. The workers' compensation policy will contain or be endorsed to contain a waiver of subrogation against the City, its officials, officers, agents, and employees.

11.4. Professional Liability. Professional liability insurance insuring against Consultant's errors and omissions in performing the Services, with a policy limit of at least \$1,000,000. The professional liability insurance will include prior acts coverage sufficient to cover all Services provided by Consultant, and which will remain in effect for four years following expiration or termination of this Agreement.

11.5. Endorsements. The CGL and automotive liability policies will contain or be endorsed with the following provisions:

11.5.1. The City, its officers, elected or appointed officials, employees, volunteers, and agents, are covered as additional insureds for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

11.5.2. The Consultant's insurance is primary, and no insurance held by the City will be called upon to contribute to a loss. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured.

11.6. All Policies.

11.6.1. For all insurance policies required under this Agreement, prior to the City's execution of this Agreement, Consultant will furnish the City with certificates and original endorsements effecting the required coverage. Each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

11.6.2. Any deductible or self-insured retention of \$100,000 or more will be disclosed to the City prior to the City's execution of this Agreement and is subject to approval by the City.

11.6.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

12. CONFLICTS OF INTEREST. Consultant warrants that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

12.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement.

12.2. Covenant Against Contingent Fees. Consultant warrants that it has not employed, retained, or entered into a contract with any person or entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the City may void this Agreement without liability or any further obligation to Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

12.3. Statement of Economic Interest. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

13. COMPLIANCE WITH LAW.

13.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Oroville business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

13.2. Nondiscrimination. At all times during the term of this Agreement, Consultant will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.

13.3. Taxes. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and

responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

13.4. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

14. GENERAL PROVISIONS.

14.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

14.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Butte.

14.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated, without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

14.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

14.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

15. SIGNATURES.

15.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

15.2. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City.

#####

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY:
CITY OF OROVILLE,
a California charter city

CONSULTANT:
RUSSELL, GALLAWAY ASSOCIATES, INC.
a corporation,

By: _____
David Pittman, Mayor

By: _____
Matt Gallaway, AIA, LEED AP

ATTEST:

By: _____
Jackie Glover, City Clerk

Date: _____ (**"Effective Date"**)

APPROVED AS TO FORM:

Scott Huber, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

1) SCOPE OF SERVICES. Consultant will perform the Services described in this Exhibit "A," in accordance with the terms of the Agreement.

2) SCHEDULE OF PERFORMANCE.

a) REQUESTS FOR SERVICES. Upon request by City, Consultant will provide the Services described above, beginning and ending on dates as provided in the individual tasks orders. The Services will be provided for a variety of individual matters, as required by the City. Upon request by the City's Authorized Representative for Consultant to perform Services for a particular matter, Consultant will provide a written estimate of the time within which Services for the matter will be completed, and the estimated cost for providing the requested Services. Following written authorization from the City's Authorized Representative, Consultant will perform and complete the Services as specified in the written authorization. Consultant is not entitled to payment for any Services performed without a written authorization, or for Services that exceed the scope of a written authorization. For purposes of this Section, the written estimate and written authorization may be provided on paper or in an electronic form.

3) PREVAILING WAGE COMPLIANCE. If this Agreement includes work performed during the "design and preconstruction phases of construction" (including inspection or field surveying Services), as defined by "Prevailing Wage Laws" (as set forth in the California Labor Code, including section 1720 et seq.), the City hereby determines that those Services are "public works," and this Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, and all related regulations, including requirements pertaining to wages, working hours, and workers' compensation insurance, and the following provisions. Subconsultants performing "public works" under this Agreement are subject to all of the requirements of this Section.

4) PREVAILING WAGES. Consultant must comply with the prevailing wage requirements applicable in Butte County for each craft, classification, or type of worker needed to perform the Services, including employer payments for health and welfare, pension, vacation, and apprenticeship. The prevailing wage rates are on file with the City Engineer's office and are also available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Consultant will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each such worker the difference between the applicable prevailing wage rate and the amount actual paid to the worker.

5) WORKING HOURS. Pursuant to Labor Code section 1810, eight hours of labor constitutes a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty, the sum of \$25 for each day during which a worker employed by

Consultant is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such worker is paid overtime wages pursuant to Labor Code section 1815. All Services must be performed during City's regular business days and hours, except as otherwise specified in this Agreement or subject to City's prior written authorization.

6) PAYROLL RECORDS. Consultant must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and any implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Consultant must certify under penalty of perjury that the information in the payroll is true and correct and complies with the requirements of Labor Code sections 1771, 1861, and 1815. Consultant must electronically submit certified payroll records as required by Labor Code section 1771.4(a).

7) APPRENTICES. If the total compensation payable under this Agreement is \$30,000 or more, Consultant must comply with the apprenticeship requirements in Labor Code section 1777.5.

8) COMPLIANCE. The Agreement is subject to compliance monitoring and enforcement by the DIR. Pursuant to Labor Code section 1725.5, Consultant must be registered with the DIR to perform public works projects, subject to any applicable exceptions, if any. Consultant must post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4. Pursuant to Labor Code section 1861, by executing this Agreement, Consultant certifies as follows: "I am aware of the provisions of Labor Code 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing performance of the work on this contract."

EXHIBIT “B” COMPENSATION RATES AND CHARGES

1. AUTHORIZED HOURLY RATES:

Consultant will be compensated for time reasonably necessary to provide the Services based on the following hourly rate schedule, subject to the not-to-exceed limit in Section 2.1 of the Agreement. Specific personnel shall be identified in task orders.

2023 RGA SCHEDULE OF RATES and REIMBURSABLES

Hourly Rates

Principal Architect / Engineer.....	\$240.00/hr
Licensed Architect / Engineer.....	\$190.00/hr
Project Manager / Senior Drafter.....	\$170.00/hr
CAD Operator / Jr. Engineer.....	\$120.00/hr
Jr. CAD Operator.....	\$100.00/hr
Clerical.....	\$70.00/hr

Reimbursables

Blueprints printed outside of RGA.....	Cost +10%
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Computer Plots

Line Drawings

24"x36" Bond.....	\$2.75 each
30"x42" Bond.....	\$3.50 each
36"x48" Bond.....	\$4.40 each

Presentation Drawings

8.5"x11" Bond-Color.....	\$1.55 each
11"x17" Bond-Color.....	\$2.80 each
24"x36" Bond-Color.....	\$11.50 each
30"x42" Bond-Color.....	\$29.50 each
24"x36" Bond-Color–Mounted on Foam Core.....	\$45.50 each
30"x42" Bond–Color–Mounted on Foam Core.....	\$52.00 each
8.5"x11" Photo-Color.....	\$15.50 each
11"x17" Photo-Color.....	\$19.00 each
24"x36" Photo-Color.....	\$58.00 each
30"x42" Photo–Color.....	\$85.00 each
24"x36" Photo–Color–Mounted on Foam Core.....	\$73.00 each
30"x42" Photo–Color–Mounted on Foam Core.....	\$95.00 each

Photocopies

8-1/2" x 11".....	\$0.12/copy
8-1/2" x 14.....	\$0.19/copy
11" x 17.....	\$0.24/copy
Copies printed outside of RGA.....	Cost + 10%

Miscellaneous

Mileage.....	59 cents/mile
All Other Project Related Items.....	Cost + 10%

As of Jan 1, 2023

2. AUTHORIZED EXPENSES AND RATES:

Consultant will be reimbursed for costs incurred to provide the Services only as follows and subject to the not- to-exceed limit in Section 2.1 of the Agreement:

<u>Expense:</u>	<u>Reimbursement Rate</u>
Litigation Support – Expert Witness Testimony	\$500.00 per hour
Mileage	Current Federal Rate
Reproduction, Materials, Fees, Special Mail, Etc.	Cost + 15%
Subcontractors	Cost + 15%
*Rates typically increase 4-5% per year	

Notwithstanding the requirements of Section 2.2 of the Agreement, the Consultant is not required to identify hourly rates for Services performed under this Agreement. Rather, the Consultant will submit invoices to the City based on completion of the “Performance Tasks” identified in task orders, for which, upon approval of completion by the City’s Authorized Representative, the City will pay the Consultant within 30 days after approval of each invoice the corresponding lump sum payment, as set forth in task orders subject to the not-to-exceed limit in Section 2.1 of the Agreement:

TASK ORDER #1
FOR PROFESSIONAL SERVICES

This Task Order is made and entered into as of **April 4, 2023**, by and between the City of Oroville ("City") and **Russell, Gallaway Associates, Inc.** ("Consultant").

RECITALS

- A. The Consultant is licensed, trained, experienced and competent to provide Professional Services for as required by this Task Order, reconfiguration, and renovation of approximately 2,000 square feet of existing office space located in the northeast corner of the existing building, and reconfiguration and renovation of approximately 300 square feet of existing restroom facilities located on the easterly portion of the existing building; and
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Task Order on the terms and conditions described herein.
- C. City desires the Consultant to render professional services as set forth in this Task Order and in accordance with City Contract Number **XXXX** between the City and the Consultant.

TASK ORDER

- 1. Scope of Services. The Consultant shall complete all services in a professional manner. Consultant shall complete the services described in Consultant's proposal attached as Exhibit "A" which is incorporated herein by reference.

2. Time of Performance. The services of Consultant shall commence upon execution of this Task Order and shall be completed at the end of Project close out.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fee **budget/schedule** set forth in Exhibit “B,” which is attached hereto and incorporated herein by reference. **In no event shall Consultant’s compensation exceed the amount of \$29,700.00 without additional written authorization from the City.** Payment by City under this Task Order 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 submit monthly billings to City describing the work performed during the preceding month. Consultant’s bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, a description of any reimbursable expenditures, the contract number, and the Task Order number. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Task Order, 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 Task Order. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.

6. Termination. This Task Order may be terminated by the City immediately 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 Task Order, 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 Task Order creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense 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 Task Order ("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 Task Order. 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 Task Order 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 Task Order 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 Task Order. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Task Order. 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 Task Order in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.
10. 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 three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Task Order.

- b. Consultant shall maintain all documents and records which demonstrate performance under this Task Order for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Task Order.
 - c. Any records or documents required to be maintained pursuant to this Task Order 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 it's 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 Task Order.
 - 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.
11. 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.

12. 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 Task Order 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 Task Order. 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 Task Order monitoring; and
 - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
13. 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 Task Order. All work performed by Consultant under this Task Order 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.

14. 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.
15. 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 Task Order, any licenses, permits, insurance and approvals which are required by the City for its business.
16. Indemnity. Consultant agrees to indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including reimbursement of reasonable costs and expenses in connection therein), arising from its negligent performance of this Task Order or its failure to comply with any of its obligations contained in this Task Order, except for any such claim arising from the negligence or willful misconduct of the City, its officers, agents, employees or volunteers. With regard to any claim alleging Consultant's negligent performance of professional services, Consultant's defense obligation under this indemnity paragraph means only the

reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.

17. Insurance Requirements, Incorporation and Conflicts. Consultant, at Consultant's own cost and expense, shall procure and maintain insurance, for the duration of the Task Order, as required under Contract Number XXXX between the City and the Consultant. The terms of Contract Number XXXX between the City and the Consultant are incorporated by reference as if fully set forth herein. To the extent that any conflict exists between Contract Number XXXX and this Task Order, the terms of Contract Number XXXX shall control.
18. Notices. Any notice required to be given under this Task Order shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section:

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

If to Consultant: **Matt Gallaway, Russell, Gallaway Associates, Inc.
115 Myers St, Suite 110
Chico, CA 95928**

19. Entire Task Order. This Task Order constitutes the complete and exclusive statement of agreement between the City and Consultant for this Task Order. All prior written and oral communications, including correspondence, drafts,

memoranda, and representations are superseded in total by this Task Order in regard to professional services specifically provided under this Task Order. Other task orders issued to the Consultant by the City under Contract Number **XXXX** stand alone and are unaffected by this Task Order.

20. Amendments. This Task Order 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.
21. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Task Order is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Task Order 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 Task Order 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 Task Order 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.
22. Waiver. Waiver of a breach or default under this Task Order shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Task Order.
23. Severability. If any term or portion of this Task Order is held to be invalid, illegal,

or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Task Order shall continue in full force and effect.

24. Controlling Law Venue. This Task Order and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Task Order shall be held exclusively in Butte County Superior Court or the United States District Court, Eastern District of California.
25. Litigation Expenses and Attorney's Fees. If either party to this Task Order commences any legal action against the other party arising out of this Task Order, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
26. Execution. This Task Order 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 Task Order, it shall not be necessary to produce or account for more than one such counterpart.
27. Authority to Enter Task Order. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Task Order. Each party warrants that the individuals who have signed this Task Order have the legal power, right, and authority to make this Task Order and to bind each respective party.
28. 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 Task Order. 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 Task Order. For breach or violation of this warranty, City shall have the right to rescind this Task Order without liability. For the term of this Task Order, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Task Order, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

CITY OF OROVILLE

NORTHSTAR

By: _____
Brian Ring, City Administrator

By: _____
Matt Gallaway, AIA LEED AP

APPROVED AS TO FORM:

By: Scott E. Huber, City Attorney
Standard Task Order Form January 26, 2021

Attachments:

Exhibit A - Consultant Scope

Exhibit B – **Fee Proposal/Schedule**



EXHIBIT A

March 16, 2023

Owner:

City of Oroville
Contact: Dawn Nevers
1735 Montgomery Street
Oroville, CA 95965

**RE: Architectural and Engineering Services
Oroville City Hall Renovation
1735 Montgomery Street
Oroville, CA 95965**

Dear Dawn,

Thank you for the request to assist you with projects at the City of Oroville. We appreciate the opportunity to serve you and look forward to building a long and lasting relationship. Based on the request for our design services for the renovation of the Oroville City Hall, and our site visit with you and Trover CPM, we offer the following proposal for your consideration.

SCOPE OF WORK

Russell, Gallaway Associates, Inc. ("RGA") understands the Scope of Work associated with this project is under discussion pending cost, timing, and funding availability. At the time of our site visit with Trover CPM, we understand the preliminary Scope of Work to consist of interior renovations including:

- .01 Reconfiguration and renovation of approximately 2,000 square feet of existing office space located in the northeast corner of the existing building.
- .02 Reconfiguration and renovation of approximately 300 square feet of existing restroom facilities located on the easterly portion of the existing building.

SCOPE OF SERVICES

RGA will provide the following Scope of Services to the City of Oroville. (herein after called "Owner").

Part 1 - Documentation of Existing Conditions

- 1.01 Prepare documentation of the above-mentioned portions only of the existing building for the purposes of architectural and structural design only, including:



- .01 Verification of existing overall dimensions and structural systems using non-destructive means.
- .02 Preparation of a Building Information Model ("BIM") in Revit including architectural and structural components to Level of Development 300.
- .03 Preparation of 3D point cloud of interior and exterior of the existing building using lidar-based 3D laser scanning.
- .04 Provide up to two (2) site visits for verification of existing conditions.

Part 2 – Schematic Design

- 2.01 Based on the information produced in Part 1, and direction provided by the Owner and Trover CPM, prepare Schematic Design Documents for Owner approval. Deliverables include:
 - .01 Preliminary floor plan
 - .02 Preliminary reflected ceiling plan
 - .03 Preliminary interior perspective images

Part 3 – Design Development

- 3.01 Based on Owner-Approved Schematic Design Documents, prepare Design Development Documents for Owner approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, and typical construction details to fix and describe the size and character of the project as to architectural and structural elements. Deliverables include:
 - .01 Floor plan
 - .02 Reflected ceiling plan
 - .03 Preliminary interior material selections
- 3.02 Respond to value engineering revisions from Trover CPM and Owner. Significant changes in the project shall be addressed per Assumptions and Exclusions.

Part 4 – Construction Documentation

- 4.01 Based on Owner-Approved Design Development Documents, prepare Construction Documents for design review and approvals by the City of Oroville. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of drawings setting forth in detail for the quality levels and performance criteria of materials and systems and other requirements for the construction of the Project as to architectural and structural elements. The Owner, Trover CPM, and RGA acknowledge that, in order to construct the Project, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples, Mechanical Design, Electrical Design, Plumbing Designs, and other similar submittals, which RGA shall review in accordance with this proposal.
- 4.02 Attend up to four (4) meetings to review and facilitate Owner approval of Construction Documents. Deliverables include:
 - .01 One (1) approved set of Construction Documents.



.02 One (1) approved set of book format specifications.

4.03 Respond to City of Oroville comments regarding RGA's designs to secure approvals.

Part 5 - Bidding Assistance

5.01 Review and respond to questions and proposed substitutions from prospective contractors as coordinated and supplied by Owner and Trover CPM. Provide clarifications and interpretations regarding RGA's architectural and structural design to the prospective bidders in the form of addenda.

Part 6 - Construction Administration

6.01 Attend weekly job site meetings during construction. Meeting minutes shall be prepared by others for distribution by others to Owner and all attendees.

6.02 Review and approve, or take other appropriate action upon, Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. RGA's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. RGA's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

6.03 Review and respond to requests for information about the Contract Documents. RGA shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. RGA's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, RGA shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

6.04 Conduct observation of the Work related to the Architect's Portion of the Project to assist the Contractor and Owner in determining the date or dates of Substantial Completion and the date of Final Completion.

6.05 Prior to the expiration of one year from the date of Substantial Completion, and at the Owner's request only, meet with the Owner to review facility operations and performance and make appropriate recommendations to the Owner related to the Architect's Portion of the Project.



COMPENSATION

Given the opportunity for the Scope of Work for this project to be further identified and modified during the life of the project, RGA recognizes the need for flexibility in our services to accommodate changes in the project. As such, RGA proposes to complete the above Scope of Services on a fee basis as follows:

Part 1	Fixed Fee	\$3,500	(Three-Thousand, Five-Hundred Dollars)
Part 2	Hourly, Budget Estimate	\$6,500	(Six-Thousand, Five-Hundred Dollars)
Part 3	Hourly, Budget Estimate	\$4,500	(Four-Thousand, Five-Hundred Dollars)
Part 4	Hourly, Budget Estimate	\$9,200	(Nine-Thousand, Two-Hundred Dollars)
Part 5	Hourly, Budget Estimate	\$1,500	(One-Thousand, Five-Hundred Dollars)
Part 6	Hourly, Budget Estimate	\$4,500	(Four-Thousand, Five-Hundred Dollars)

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions and exclusions. Additional services, if required, would be billed per the attached Schedule of Hourly Rates and Charges.

1. Preparation of "as-built" post-construction drawings is not included but is available.
2. Trover CPM shall make recommendations to RGA with respect to constructability, construction cost, sequence of construction, construction duration, and means and methods of construction.
3. Trover CPM is responsible for developing Construction Cost Estimates and Bidding of the project if required. If any cost estimate exceeds previously approved estimates or the Owner's budget, Trover CPM and Owner shall make appropriate recommendations to RGA.
4. RGA assumes and Owner acknowledges that any designs provided to RGA for their use in the project by Owner shall be free of copyright restrictions. Owner will hold RGA harmless for any misrepresentation of such.
5. RGA is not responsible for means and methods of demolition or construction.
6. This proposal does not include additional sub-consultant work that is required including, but not limited to, Mechanical, Electrical, Plumbing, Landscaping, and Civil Engineering.
7. Fixtures, equipment, security systems, and data systems for the space shall be designed by others.
8. Mechanical, Electrical, and Plumbing (MEP) designs shall be provided to RGA by Consultant contracted by Owner. Alternatively, RGA can contract for these services at an additional cost to the Owner.
9. This proposal does not include structural, materials, or soils testing.
10. This proposal does not include design or engineering of gang-nail trusses if required.
11. This proposal does not include the preparation of a CASP Report.
12. This proposal does not include furniture design, specifications, or purchasing.
13. BIM Level of Development 300 is defined as follows: the BIM model element is graphically represented in the BIM model as a specific system, object, or assembly in terms of quantity, size, shape, location, and orientation.
14. Unforeseen conditions uncovered during demolition or construction that result in additional



- services required to address renovations, repairs, or reconfiguration of the existing building or proposed new construction that is not depicted in the approved Construction Documents shall be addressed as an extra service billed hourly in accordance with the attached Schedule of Rates and Reimbursables.
15. Extra service items to be billed on an hourly basis include, but are not limited to the following:
 - Payment of any fees
 - Services required due to significant changes (those that exceed a 10% change in the construction cost) in the project after completing Schematic Design phase.
 - Preparation of documents for bid alternates.
 16. In the event RGA's fee schedule changes due to any increase of costs such as the granting of wage increase and/or other employee benefits due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this Agreement, a percentage increase shall be applied to all remaining compensation.
 17. Plots as required for permitting will be billed separately as a reimbursable expense as itemized below. It should be assumed that at a minimum, a submittal and resubmittal will be required for the local jurisdiction. Check sets of drawings will be provided to Owner as reductions on 11" x 17" bond paper. Full sized prints are available upon request and will be billed as a reimbursable. The Owner is entitled to an electronic pdf set of drawings that can be outsourced to other printing providers, but it should be noted: most jurisdictions require a "wet signature" on all pages of the submittal sets.
 18. This scope of work ends when a building permit is obtained. Phone support for contractor during construction and/or any changes to design after permit is obtained will be billed as an extra service in accordance with the attached Schedule of Hourly Rates and Reimbursables.
 19. If any of the following circumstances affect RGA's services for the Project, RGA may, at the Owner's reasonable discretion, be entitled to an appropriate adjustment in the RGA's schedule and compensation.
 - .01 Change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service.
 - .02 Enactment of revisions of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service.
 - .03 Decision of the Owner or Owner not rendered in a timely manner.
 - .04 Changes in the Project including, but not limited to, size, quality, complexity, the Owner's or Tenant's schedule or budget or procurement method.
 05. Failure of performance on the part of the Owner or the Owner's consultants or contractors.
 - .06 Preparation for an attendance at a public hearing, at the request of the Owner, or on the Owner's behalf, a dispute resolution proceeding or a legal proceeding except where RGA is party thereto unless otherwise included in Scope of Services.

Statements for services of RGA will be submitted on a monthly basis. Statements will be mailed to the address provided by the Owner and will be immediately due and payable. Payment is Net Due thirty days from invoice date. If payment is not so made, interest will be due on the amount of the statement at the rate of 18 percent per annum beginning thirty (30) days after the date of the statement until the same is paid. Compensation for RGA's services shall not be contingent upon Owner's ability to collect from others.



115 Meyers Street Suite 110 Chico, California 95928

t 530 342 0302 f 530 342 1882 www.rgachico.com

It would be unfair for RGA to be exposed to liability for his or her failure to perform a service not included in the scope of work described in this agreement. Owner hereby waives any claim against RGA and agrees to defend, indemnify and hold harmless RGA from any claim or liability for injury or loss allegedly arising from RGA's failure to perform a service not included in the scope of the work described in this agreement; including but not limited to any claims against landowner, developer, or Construction Manager.

Due to scheduling issues, RGA reserves the right to withdraw or modify this proposal if it is not accepted within 30 days. If you have any questions, or require any additional information please give us a call at (530) 342-0302. Thank you for considering Russell, Gallaway Associates, Inc. for your design needs.

Best Regards,



Matt Gallaway, AIA, LEED AP
Lic. No. C28705

Accepted By:

Dawn Nevers
City of Oroville

**2023 RGA SCHEDULE OF RATES and REIMBURSABLES****Hourly Rates**

Principal Architect / Engineer	\$240.00/hr
Licensed Architect / Engineer	\$190.00/hr
Project Manager / Senior Drafter	\$170.00/hr
CAD Operator / Jr. Engineer	\$120.00/hr
Jr. CAD Operator	\$100.00/hr
Clerical.....	\$70.00/hr

Reimbursables

Blueprints printed outside of RGA.....	Cost +10%
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Computer Plots**Line Drawings**

24"x36" Bond	\$2.75 each
30"x42" Bond	\$3.50 each
36"x48" Bond	\$4.40 each

Presentation Drawings

8.5"x11" Bond - Color	\$1.55 each
11"x17" Bond - Color	\$2.80 each
24"x36" Bond - Color	\$11.50 each
30"x42" Bond - Color	\$29.50 each
24"x36" Bond - Color - Mounted on Foam Core	\$45.50 each
30"x42" Bond - Color - Mounted on Foam Core	\$52.00 each
8.5"x11" Photo - Color	\$15.50 each
11"x17" Photo - Color	\$19.00 each
24"x36" Photo - Color	\$58.00 each
30"x42" Photo - Color	\$85.00 each
24"x36" Photo - Color - Mounted on Foam Core.....	\$73.00 each
30"x42" Photo - Color - Mounted on Foam Core	\$95.00 each

Photocopies

8-1/2" x 11"	\$0.12/copy
8-1/2" x 14.....	\$0.19/copy
11" x 17.....	\$0.24/copy
Copies printed outside of RGA	Cost + 10%

Miscellaneous

Mileage	.59 cents/mile
All Other Project Related Items	Cost + 10%

As of Jan 1, 2023



AIA® Document B102® – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the 16th day of March in the year Two Thousand Twenty Three

BETWEEN the Architect's client identified as the Owner:

City of Oroville
1735 Montgomery Street
Oroville, CA
95965

and the Architect:

Russell, Gallaway Associates, Inc. (RGA)
115 Meyers Street Suite #110
Chico, CA
95928

for the following (hereinafter referred to as "the Project"):

Oroville City Hall Interior Renovation
1735 Montgomery Street
Oroville, CA 95965

The Owner and Architect agree as follows.

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User Notes:

TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
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6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

See attached Exhibit A – Scope of Services

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. This standard of care shall govern all obligations under this Agreement. Such standard of care is not a warranty or guarantee, and the Architect shall have no such obligation. In rendering services and preparing all Instruments of Service the Architect shall exercise the standard of care to apply and abide by the local, state and federal statutes, building codes, laws, rules and regulations and generally accepted interpretations thereof (collectively, "Laws") applicable to the Project and the performance of the Architect's services. The architect may obtain and rely upon the advice of other professionals, building officials, and other qualified persons as to the intent and meaning of such Laws. If the Architect determines that modifications are necessary to the previously prepared Instruments of Service to comply with any Law, the Architect shall immediately notify the Owner and, if applicable, the Architect shall immediately make all necessary modifications to the Instruments of Service as are required to bring the Instruments of Service into compliance with applicable Laws.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

None

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

Init.

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§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability (including coverage for bodily injury, property damage and personal injury for premises operations, products/completed operations and contractual liability) with policy limits of not less than two million dollars (\$2,000,000.00) for each occurrence and four million dollars (\$4,000,000.00) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability (including coverage for bodily injury and property damage) covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two million dollars (\$ 2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and two million dollars (\$ 2,000,000.00) policy limit.

§ 1.5.6 Professional Liability (including contractual liability) covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and two million dollars (\$ 2,000,000.00) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

§ 1.5.9 Each insurance policy maintained by the Architect shall contain a provision or endorsement providing that the policy shall not be cancelled without thirty (30) days' prior written notice.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

Dawn Nevers

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project (subject to the Owner's approval).

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. Notwithstanding anything to the contrary in this Agreement, the Owner shall be entitled to use any and all Instruments of Service for any purpose in connection with the Project, provided that the Owner makes the payments required hereunder for their use, and the Owner shall indemnify and defend the Architect from any claims of losses by third parties arising out of any unauthorized use of the Instruments of Service for any purpose other than the Project.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses in favor of the Owner from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

§ 3.3.1 In the event the Owner uses the Instruments of Service on another project without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from use by the Owner of the Instruments of Service on any other project. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party other than in conjunction with an assignment of this Agreement without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

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ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

- ☒ [X] Arbitration pursuant to Section 4.3 of this Agreement
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, and the Owner is not withholding payments as permitted under § 11.10.3 below, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement (and fail to cure such failure within such seven-day period) through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

.1 Termination Fee:

None

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

10% of Compensation due per Article 6 up to the date of termination.

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate

☐ One year from the date of commencement of the Architect's services

☐ One year from the date of Substantial Completion

☒ Other

Upon Final Completion

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7. Upon termination of this Agreement for any reason, provided that the Owner has paid the Architect all amounts due under this Agreement though the date of termination, the Architect shall (i) promptly deliver to the Owner all Instruments of Service and other materials in the possession or control of the Architect which relate to the Project and assign to the Owner any contract rights regarding the Project which the Owner requests be assigned for the purpose of completing the Project; and (ii) deliver to the Owner all instruments and documents, including formal written assignments of contractual rights, as the Owner may require for the purpose of making use of the Instruments of Service as provided in this Agreement. If this Agreement is terminated as a consequence of the Architect's default, then, in addition to and without prejudice to its other legal rights, the Owner may (a) engage others to complete the Architect's performance at the Architect's expense, (b) recover upon demand from the Architect the reasonable value to complete the Architect's performance (including interest on the Architect's expenditures at the rate of ten percent (10%) per annum), minus the unpaid basic compensation, and (c) recover from the Architect all damages, costs and expenses of any kind or nature directly or indirectly related to the Architect's default.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

See attached Exhibit A - Compensation

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 All taxes levied separately on professional services and on reimbursable expenses (but excluding all business/license and income taxes);
- .9 Site office expenses;
- .10 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .11 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 6.2.3 Architect's Insurance. If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

None

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such

information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

See Exhibit A – Assumptions and Exclusions

§8.1 The Architect shall indemnify, defend to the extent covered by applicable insurance, and hold harmless the Owner, and the Owner's employees, against any and all causes of action, demands, losses, violations, infringements of law, patent, license or trademark, costs, attorneys' and experts' fees to the extent covered by applicable insurance, claims, damages, and liabilities of every kind and nature, but only to the extent actually caused by the negligent acts, errors, or omissions of the Architect, or any of its agents, officers, employees, subcontractors or consultants; provided, however, that in no event shall the cost to defend charged to the Architect exceed the Architect's proportionate percentage of fault. Acceptance of any services by the Owner shall not operate as a waiver of the foregoing indemnification and the foregoing indemnification shall survive the completion of the Project and the termination of this Agreement. In addition, the Owner shall indemnify, defend upon demand, and hold harmless the Architect, and the Architect's agents and employees, against any and all causes of action, demands, losses, violations, infringements of law, patent, license or trademark, costs, attorneys' and experts' fees, claims, damages, and liabilities of every kind and nature to the extent arising out of, alleged to have risen out of, or resulting from any willful misconduct, negligence, breach, act or omission of the Owner, or any of its agents, officers, employees.

§8.2 The Architect and its consultants and employees engaged pursuant to this Agreement or otherwise by the Architect are independent contractors, and not the agents, employees, joint venturers or partners of the Owner. The Architect shall have the sole responsibility for paying for all labor, materials, supplies or equipment contracted for, requested by, or ordered by the Architect in connection with this Agreement and any provisions of this Agreement that appear to give the Owner the right to direct the Architect as to details of performing the work or which provide the Owner with a measure control of the Work shall not be interpreted to impose any liabilities upon the Owner to pay the cost and expenses incurred in providing the services required of the Architect hereunder. The Architect shall include in all its contracts with its consultants a provision that the Owner shall be a third-party beneficiary thereof; provided, however, that the Architect shall remain responsible for the performance of all its consultants.

§8.3 All notices given pursuant to this Agreement shall be in writing and shall be deemed duly delivered, received and given upon delivery to the address set forth on the first page of this Agreement, or to such other address as a party shall designate by five (5) days' prior written notice to the other party.

§8.4 Notwithstanding anything to the contrary in this Agreement, the Owner agrees that in any claim by the Owner against the Architect including but not limited to, claims for negligence, professional malpractice, breach of contract, regarding direct or indirect damage to the Owner sustained by the Owner as well as any claim for contribution or indemnification that the Owner is seeking against the Architect, any and all claims whatsoever against the Architect shall be limited to the greater of the amount of available insurance at the time of settlement or judgment or the amount Architect fees for the Project.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

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User Notes:

(1462775924)

- .1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect
- .2 Other documents:

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Dawn Nevers
Assistant Community Development Director
City of Oroville

ARCHITECT (Signature)

Matt Gallaway, RGA
President
C28705

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TASK ORDER #2
FOR PROFESSIONAL SERVICES

This Task Order is made and entered into as of **April 4, 2023**, by and between the City of Oroville ("City") and **Russell, Gallaway Associates, Inc.** ("Consultant").

RECITALS

- A. The Consultant is licensed, trained, experienced and competent to provide Professional Services for as required by this Task Order, interior renovations including wall, floor, and ceiling finish replacement throughout the building, removal and renovation of existing failing brick shower facilities, partial reconfiguration or upgrade of existing kitchen facility, survey and upgrade of existing restrooms for accessibility compliance. RGA further understands the preliminary Scope of Work to consist of exterior renovations including: replacement of exterior siding, replacement of existing roof, replacement of existing windows, construction of a new entrance on the Safford Street side of the existing building to upgrade aesthetics and address existing head-height limitations; and
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Task Order on the terms and conditions described herein.
- C. City desires the Consultant to render professional services as set forth in this Task Order and in accordance with City Contract Number **XXXX** between the City and the Consultant.

TASK ORDER

1. Scope of Services. The Consultant shall complete all services in a professional manner. Consultant shall complete the services described in Consultant's

- proposal attached as Exhibit “A” which is incorporated herein by reference.
2. Time of Performance. The services of Consultant shall commence upon execution of this Task Order and shall be completed at the end of Project close out.
 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fee **budget/schedule** set forth in Exhibit “B,” which is attached hereto and incorporated herein by reference. **In no event shall Consultant’s compensation exceed the amount of \$25,400.00 without additional written authorization from the City.** Payment by City under this Task Order 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 submit monthly billings to City describing the work performed during the preceding month. Consultant’s bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, a description of any reimbursable expenditures, the contract number, and the Task Order number. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
 5. Extra Work. At any time during the term of this Task Order, 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 Task Order. Consultant shall not perform,

nor be compensated for, Extra Work without prior written authorization from City.

6. Termination. This Task Order may be terminated by the City immediately 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 Task Order, 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 Task Order creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense 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 Task Order ("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 Task Order.

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 Task Order 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 Task Order 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 Task Order. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Task Order. 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 Task Order in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.
10. 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 three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Task Order.

- b. Consultant shall maintain all documents and records which demonstrate performance under this Task Order for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Task Order.
 - c. Any records or documents required to be maintained pursuant to this Task Order 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 it's 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 Task Order.
 - 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.
11. 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.

12. 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 Task Order 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 Task Order. 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 Task Order monitoring; and
 - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
13. 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 Task Order. All work performed by Consultant under this Task Order 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.

14. 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.
15. 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 Task Order, any licenses, permits, insurance and approvals which are required by the City for its business.
16. Indemnity. Consultant agrees to indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including reimbursement of reasonable costs and expenses in connection therein), arising from its negligent performance of this Task Order or its failure to comply with any of its obligations contained in this Task Order, except for any such claim arising from the negligence or willful misconduct of the City, its officers, agents, employees or volunteers. With regard to any claim alleging Consultant's negligent performance of professional services, Consultant's

defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.

17. Insurance Requirements, Incorporation and Conflicts. Consultant, at Consultant's own cost and expense, shall procure and maintain insurance, for the duration of the Task Order, as required under Contract Number [XXXX](#) between the City and the Consultant. The terms of Contract Number [XXXX](#) between the City and the Consultant are incorporated by reference as if fully set forth herein. To the extent that any conflict exists between Contract Number [XXXX](#) and this Task Order, the terms of Contract Number [XXXX](#) shall control.
18. Notices. Any notice required to be given under this Task Order shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section:
- If to City: **City Administrator
City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897**
- If to Consultant: **Matt Gallaway, Russell, Gallaway Associates, Inc.
115 Myers St, Suite 110
Chico, CA 95928**
19. Entire Task Order. This Task Order constitutes the complete and exclusive statement of agreement between the City and Consultant for this Task Order. All prior written and oral communications, including correspondence, drafts,

memoranda, and representations are superseded in total by this Task Order in regard to professional services specifically provided under this Task Order. Other task orders issued to the Consultant by the City under Contract Number **XXXX** stand alone and are unaffected by this Task Order.

20. Amendments. This Task Order 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.
21. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Task Order is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Task Order 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 Task Order 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 Task Order 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.
22. Waiver. Waiver of a breach or default under this Task Order shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Task Order.
23. Severability. If any term or portion of this Task Order is held to be invalid, illegal,

or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Task Order shall continue in full force and effect.

24. Controlling Law Venue. This Task Order and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Task Order shall be held exclusively in Butte County Superior Court or the United States District Court, Eastern District of California.
25. Litigation Expenses and Attorney's Fees. If either party to this Task Order commences any legal action against the other party arising out of this Task Order, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
26. Execution. This Task Order 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 Task Order, it shall not be necessary to produce or account for more than one such counterpart.
27. Authority to Enter Task Order. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Task Order. Each party warrants that the individuals who have signed this Task Order have the legal power, right, and authority to make this Task Order and to bind each respective party.
28. 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 Task Order. 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 Task Order. For breach or violation of this warranty, City shall have the right to rescind this Task Order without liability. For the term of this Task Order, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Task Order, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

CITY OF OROVILLE

NORTHSTAR

By: _____
Brian Ring, City Administrator

By: _____
Matt Gallaway, AIA LEED AP

APPROVED AS TO FORM:

By: Scott E. Huber, City Attorney
Standard Task Order Form January 26, 2021

Attachments:

Exhibit A - Consultant Scope

Exhibit B – **Fee Proposal/Schedule**



EXHIBIT A

March 16, 2023

Owner:

City of Oroville
Contact: Dawn Nevers
1735 Montgomery Street
Oroville, CA 95965

**RE: Architectural and Engineering Services
Scout House Renovation
1426 Safford Street
Oroville, CA 95965**

Dear Dawn,

Thank you for the request to assist you with projects at the City of Oroville. We appreciate the opportunity to serve you and look forward to building a long and lasting relationship. Based on the request for our design services for the renovation of the Adult Transition Center and our site visit with Trover CPM we offer the following proposal for your consideration.

SCOPE OF WORK

Russell, Gallaway Associates, Inc. ("RGA") understands the Scope of Work associated with this project is under discussion pending cost, timing, and funding availability. At the time of our site visit with Trover CPM, we understand the preliminary Scope of Work to consist of interior renovations including:

- .01 Wall, floor, and ceiling finish replacement throughout the building
- .02 Removal and renovation of existing failing brick shower facilities
- .03 Partial reconfiguration or upgrade of existing kitchen facility
- .04 Survey and upgrade of existing restrooms for accessibility compliance

RGA further understands the preliminary Scope of Work to consist of exterior renovations including:

- .01 Replacement of exterior siding
- .02 Replacement of existing roof
- .03 Replacement of existing windows
- .04 Construction of a new entrance on the Safford Street side of the existing building to upgrade aesthetics and address existing head-height limitations



SCOPE OF SERVICES

RGA will provide the following Scope of Services to the City of Oroville. (herein after called "Owner").

Part 1 – Documentation of Existing Conditions

- 1.01 Prepare documentation of existing building for the purposes of architectural and structural design only, including:
 - .01 Verification of existing overall dimensions and structural systems using non-destructive means.
 - .02 Preparation of a Building Information Model ("BIM") in Revit including architectural and structural components to Level of Development 300.
 - .03 Preparation of 3D point cloud of interior and exterior of the existing building using lidar-based 3D laser scanning.
 - .04 Provide up to two (2) site visits for verification of existing conditions.

Part 2 – Schematic Design

- 2.01 Based on the information produced in Part 1, and direction provided by the Owner and Trover CPM, prepare Schematic Design Documents for Owner approval. Deliverables include:
 - .01 Preliminary floor plan
 - .02 Preliminary reflected ceiling plan
 - .03 Preliminary exterior site plan
 - .04 Preliminary exterior elevations
 - .05 Preliminary interior elevations at kitchen and restroom areas
 - .06 Preliminary perspective images

Part 3 – Design Development

- 3.01 Based on Owner-Approved Schematic Design Documents, prepare Design Development Documents for Owner approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, and typical construction details to fix and describe the size and character of the project as to architectural and structural elements. Deliverables include:
 - .01 Floor plan
 - .02 Reflected ceiling plan
 - .03 Exterior elevations
 - .04 Preliminary construction details for new entrance
 - .05 Preliminary exterior and interior material selections
- 3.02 Respond to value engineering revisions from Trover CPM and Owner. Significant changes in the project shall be addressed per Assumptions and Exclusions.



Part 4 - Construction Documentation

- 4.01 Based on Owner-Approved Design Development Documents, prepare Construction Documents for design review and approvals by the City of Oroville. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of drawings setting forth in detail for the quality levels and performance criteria of materials and systems and other requirements for the construction of the Project as to architectural and structural elements. The Owner, Trover CPM, and RGA acknowledge that, in order to construct the Project, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples, Mechanical Design, Electrical Design, Plumbing Designs, and other similar submittals, which RGA shall review in accordance with this proposal.
- 4.02 Prepare energy calculation compliance documentation based upon mechanical and electrical specifications provided by Owner's MEP consultants.
- 4.03 Attend up to four (4) meetings to review and facilitate Owner approval of Construction Documents. Deliverables include:
 - .01 One (1) approved set of Construction Documents.
 - .02 One (1) approved set of book format specifications.
- 4.04 Respond to City of Oroville comments regarding RGA's designs to secure approvals.

Part 5 - Bidding Assistance

- 5.01 Review and respond to questions and proposed substitutions from prospective contractors as coordinated and supplied by Owner and Trover CPM. Provide clarifications and interpretations regarding RGA's architectural and structural design to the prospective bidders in the form of addenda.

Part 6 - Construction Administration

- 6.01 Attend weekly job site meetings during construction. Meeting minutes shall be prepared by others for distribution by others to Owner and all attendees.
- 6.02 Review and approve, or take other appropriate action upon, Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. RGA's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. RGA's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 6.03 Review and respond to requests for information about the Contract Documents. RGA shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. RGA's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, RGA shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.



- 6.04 Conduct observation of the Work related to the Architect's Portion of the Project to assist the Contractor and Owner in determining the date or dates of Substantial Completion and the date of Final Completion.
- 6.05 Prior to the expiration of one year from the date of Substantial Completion, and at the Owner's request only, meet with the Owner to review facility operations and performance and make appropriate recommendations to the Owner related to the Architect's Portion of the Project.

COMPENSATION

Given the opportunity for the Scope of Work for this project to be further identified and modified during the life of the project, RGA recognizes the need for flexibility in our services to accommodate changes in the project. As such, RGA proposes to complete the above Scope of Services on a fee basis as follows:

Part 1	Fixed Fee	\$3,000	(Three-Thousand Dollars)
Part 2	Hourly, Budget Estimate	\$5,600	(Five-Thousand, Six Hundred Dollars)
Part 3	Hourly, Budget Estimate	\$3,800	(Three-Thousand, Eight Hundred Dollars)
Part 4	Hourly, Budget Estimate	\$7,900	(Seven-Thousand, Nine Hundred Dollars)
Part 5	Hourly, Budget Estimate	\$1,300	(One-Thousand, Three Hundred Dollars)
Part 6	Hourly, Budget Estimate	\$3,800	(Three-Thousand, Eight Hundred Dollars)

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions and exclusions. Additional services, if required, would be billed per the attached Schedule of Hourly Rates and Charges.

1. Preparation of "as-built" post-construction drawings is not included but is available.
2. Trover CPM shall make recommendations to RGA with respect to constructability, construction cost, sequence of construction, construction duration, and means and methods of construction.
3. Trover CPM is responsible for developing Construction Cost Estimates and Bidding of the project if required. If any cost estimate exceeds previously approved estimates or the Owner's budget, Trover CPM and Owner shall make appropriate recommendations to RGA.
4. RGA assumes and Owner acknowledges that any designs provided to RGA for their use in the project by Owner shall be free of copyright restrictions. Owner will hold RGA harmless for any misrepresentation of such.
5. RGA is not responsible for means and methods of demolition or construction.
6. This proposal does not include additional sub-consultant work that is required including, but not limited to, Mechanical, Electrical, Plumbing, Landscaping, and Civil Engineering.
7. Fixtures, equipment, security systems, and data systems for the space shall be designed by others.
8. Mechanical, Electrical, and Plumbing (MEP) designs shall be provided to RGA by Consultant contracted by Owner. Alternatively, RGA can contract for these services at an additional cost to the Owner.



9. This proposal does not include structural, materials, or soils testing.
10. This proposal does not include design or engineering of gang-nail trusses if required.
11. This proposal does not include the preparation of a CASP Report.
12. This proposal does not include furniture design, specifications, or purchasing.
13. BIM Level of Development 300 is defined as follows: the BIM model element is graphically represented in the BIM model as a specific system, object, or assembly in terms of quantity, size, shape, location, and orientation.
14. Unforeseen conditions uncovered during demolition or construction that result in additional services required to address renovations, repairs, or reconfiguration of the existing building or proposed new construction that is not depicted in the approved Construction Documents shall be addressed as an extra service billed hourly in accordance with the attached Schedule of Rates and Reimbursables.
15. Extra service items to be billed on an hourly basis include, but are not limited to the following:
 - Payment of any fees
 - Services required due to significant changes (those that exceed a 10% change in the construction cost) in the project after completing Schematic Design phase.
 - Preparation of documents for bid alternates.
16. In the event RGA's fee schedule changes due to any increase of costs such as the granting of wage increase and/or other employee benefits due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this Agreement, a percentage increase shall be applied to all remaining compensation.
17. Plots as required for permitting will be billed separately as a reimbursable expense as itemized below. It should be assumed that at a minimum, a submittal and resubmittal will be required for the local jurisdiction. Check sets of drawings will be provided to Owner as reductions on 11" x 17" bond paper. Full sized prints are available upon request and will be billed as a reimbursable. The Owner is entitled to an electronic pdf set of drawings that can be outsourced to other printing providers, but it should be noted: most jurisdictions require a "wet signature" on all pages of the submittal sets.
18. This scope of work ends when a building permit is obtained. Phone support for contractor during construction and/or any changes to design after permit is obtained will be billed as an extra service in accordance with the attached Schedule of Hourly Rates and Reimbursables.
19. If any of the following circumstances affect RGA's services for the Project, RGA may, at the Owner's reasonable discretion, be entitled to an appropriate adjustment in the RGA's schedule and compensation.
 - .01 Change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service.
 - .02 Enactment of revisions of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service.
 - .03 Decision of the Owner or Owner not rendered in a timely manner.
 - .04 Changes in the Project including, but not limited to, size, quality, complexity, the Owner's or Tenant's schedule or budget or procurement method.
 05. Failure of performance on the part of the Owner or the Owner's consultants or contractors.



115 Meyers Street Suite 110 Chico, California 95928

t 530 342 0302 f 530 342 1882 www.rgachico.com

- .06 Preparation for an attendance at a public hearing, at the request of the Owner, or on the Owner's behalf, a dispute resolution proceeding or a legal proceeding except where RGA is party thereto unless otherwise included in Scope of Services.

Statements for services of RGA will be submitted on a monthly basis. Statements will be mailed to the address provided by the Owner and will be immediately due and payable. Payment is Net Due thirty days from invoice date. If payment is not so made, interest will be due on the amount of the statement at the rate of 18 percent per annum beginning thirty (30) days after the date of the statement until the same is paid. Compensation for RGA's services shall not be contingent upon Owner's ability to collect from others.

It would be unfair for RGA to be exposed to liability for his or her failure to perform a service not included in the scope of work described in this agreement. Owner hereby waives any claim against RGA and agrees to defend, indemnify and hold harmless RGA from any claim or liability for injury or loss allegedly arising from RGA's failure to perform a service not included in the scope of the work described in this agreement; including but not limited to any claims against landowner, developer, or Construction Manager.

Due to scheduling issues, RGA reserves the right to withdraw or modify this proposal if it is not accepted within 30 days. If you have any questions, or require any additional information please give us a call at (530) 342-0302. Thank you for considering Russell, Gallaway Associates, Inc. for your design needs.

Best Regards,


Matt Gallaway, AIA, LEED AP
Lic. No. C28705

Accepted By:

Dawn Nevers
City of Oroville

**2023 RGA SCHEDULE OF RATES and REIMBURSABLES****Hourly Rates**

Principal Architect / Engineer	\$240.00/hr
Licensed Architect / Engineer	\$190.00/hr
Project Manager / Senior Drafter	\$170.00/hr
CAD Operator / Jr. Engineer	\$120.00/hr
Jr. CAD Operator	\$100.00/hr
Clerical.....	\$70.00/hr

Reimbursables

Blueprints printed outside of RGA.....	Cost +10%
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Computer Plots**Line Drawings**

24"x36" Bond	\$2.75 each
30"x42" Bond	\$3.50 each
36"x48" Bond	\$4.40 each

Presentation Drawings

8.5"x11" Bond - Color	\$1.55 each
11"x17" Bond - Color	\$2.80 each
24"x36" Bond - Color	\$11.50 each
30"x42" Bond - Color	\$29.50 each
24"x36" Bond - Color - Mounted on Foam Core	\$45.50 each
30"x42" Bond - Color - Mounted on Foam Core	\$52.00 each
8.5"x11" Photo - Color	\$15.50 each
11"x17" Photo - Color	\$19.00 each
24"x36" Photo - Color	\$58.00 each
30"x42" Photo - Color	\$85.00 each
24"x36" Photo - Color - Mounted on Foam Core.....	\$73.00 each
30"x42" Photo - Color - Mounted on Foam Core	\$95.00 each

Photocopies

8-1/2" x 11"	\$0.12/copy
8-1/2" x 14.....	\$0.19/copy
11" x 17.....	\$0.24/copy
Copies printed outside of RGA	Cost + 10%

Miscellaneous

Mileage	.59 cents/mile
All Other Project Related Items	Cost + 10%

As of Jan 1, 2023



AIA® Document B102® – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the 16th day of March in the year Two Thousand Twenty Three

BETWEEN the Architect's client identified as the Owner:

City of Oroville
1735 Montgomery Street
Oroville, CA
95965

and the Architect:

Russell, Gallaway Associates, Inc. (RGA)
115 Meyers Street Suite #110
Chico, CA
95928

for the following (hereinafter referred to as "the Project"):

Oroville Adult Center Renovation
1426 Safford Way
Oroville, CA 95965

The Owner and Architect agree as follows.

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User Notes:

TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

See attached Exhibit A – Scope of Services

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. This standard of care shall govern all obligations under this Agreement. Such standard of care is not a warranty or guarantee, and the Architect shall have no such obligation. In rendering services and preparing all Instruments of Service the Architect shall exercise the standard of care to apply and abide by the local, state and federal statutes, building codes, laws, rules and regulations and generally accepted interpretations thereof (collectively, "Laws") applicable to the Project and the performance of the Architect's services. The architect may obtain and rely upon the advice of other professionals, building officials, and other qualified persons as to the intent and meaning of such Laws. If the Architect determines that modifications are necessary to the previously prepared Instruments of Service to comply with any Law, the Architect shall immediately notify the Owner and, if applicable, the Architect shall immediately make all necessary modifications to the Instruments of Service as are required to bring the Instruments of Service into compliance with applicable Laws.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

None

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

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§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability (including coverage for bodily injury, property damage and personal injury for premises operations, products/completed operations and contractual liability) with policy limits of not less than two million dollars (\$2,000,000.00) for each occurrence and four million dollars (\$4,000,000.00) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability (including coverage for bodily injury and property damage) covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two million dollars (\$ 2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and two million dollars (\$ 2,000,000.00) policy limit.

§ 1.5.6 Professional Liability (including contractual liability) covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and two million dollars (\$ 2,000,000.00) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

§ 1.5.9 Each insurance policy maintained by the Architect shall contain a provision or endorsement providing that the policy shall not be cancelled without thirty (30) days' prior written notice.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

Dawn Nevers

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project (subject to the Owner's approval).

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. Notwithstanding anything to the contrary in this Agreement, the Owner shall be entitled to use any and all Instruments of Service for any purpose in connection with the Project, provided that the Owner makes the payments required hereunder for their use, and the Owner shall indemnify and defend the Architect from any claims of losses by third parties arising out of any unauthorized use of the Instruments of Service for any purpose other than the Project.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses in favor of the Owner from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

§ 3.3.1 In the event the Owner uses the Instruments of Service on another project without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from use by the Owner of the Instruments of Service on any other project. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party other than in conjunction with an assignment of this Agreement without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

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ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

- ☒ [X] Arbitration pursuant to Section 4.3 of this Agreement
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

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§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, and the Owner is not withholding payments as permitted under § 11.10.3 below, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement (and fail to cure such failure within such seven-day period) through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

.1 Termination Fee:

None

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

10% of Compensation due per Article 6 up to the date of termination.

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate

☐ One year from the date of commencement of the Architect's services

☐ One year from the date of Substantial Completion

☒ Other

Upon Final Completion

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7. Upon termination of this Agreement for any reason, provided that the Owner has paid the Architect all amounts due under this Agreement though the date of termination, the Architect shall (i) promptly deliver to the Owner all Instruments of Service and other materials in the possession or control of the Architect which relate to the Project and assign to the Owner any contract rights regarding the Project which the Owner requests be assigned for the purpose of completing the Project; and (ii) deliver to the Owner all instruments and documents, including formal written assignments of contractual rights, as the Owner may require for the purpose of making use of the Instruments of Service as provided in this Agreement. If this Agreement is terminated as a consequence of the Architect's default, then, in addition to and without prejudice to its other legal rights, the Owner may (a) engage others to complete the Architect's performance at the Architect's expense, (b) recover upon demand from the Architect the reasonable value to complete the Architect's performance (including interest on the Architect's expenditures at the rate of ten percent (10%) per annum), minus the unpaid basic compensation, and (c) recover from the Architect all damages, costs and expenses of any kind or nature directly or indirectly related to the Architect's default.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

See attached Exhibit A - Compensation

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 All taxes levied separately on professional services and on reimbursable expenses (but excluding all business/license and income taxes);
- .9 Site office expenses;
- .10 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .11 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 6.2.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

None

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

Eighteen % 18

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such

information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

See Exhibit A – Assumptions and Exclusions

§8.1 The Architect shall indemnify, defend to the extent covered by applicable insurance, and hold harmless the Owner, and the Owner's employees, against any and all causes of action, demands, losses, violations, infringements of law, patent, license or trademark, costs, attorneys' and experts' fees to the extent covered by applicable insurance, claims, damages, and liabilities of every kind and nature, but only to the extent actually caused by the negligent acts, errors, or omissions of the Architect, or any of its agents, officers, employees, subcontractors or consultants; provided, however, that in no event shall the cost to defend charged to the Architect exceed the Architect's proportionate percentage of fault. Acceptance of any services by the Owner shall not operate as a waiver of the foregoing indemnification and the foregoing indemnification shall survive the completion of the Project and the termination of this Agreement. In addition, the Owner shall indemnify, defend upon demand, and hold harmless the Architect, and the Architect's agents and employees, against any and all causes of action, demands, losses, violations, infringements of law, patent, license or trademark, costs, attorneys' and experts' fees, claims, damages, and liabilities of every kind and nature to the extent arising out of, alleged to have risen out of, or resulting from any willful misconduct, negligence, breach, act or omission of the Owner, or any of its agents, officers, employees.

§8.2 The Architect and its consultants and employees engaged pursuant to this Agreement or otherwise by the Architect are independent contractors, and not the agents, employees, joint venturers or partners of the Owner. The Architect shall have the sole responsibility for paying for all labor, materials, supplies or equipment contracted for, requested by, or ordered by the Architect in connection with this Agreement and any provisions of this Agreement that appear to give the Owner the right to direct the Architect as to details of performing the work or which provide the Owner with a measure control of the Work shall not be interpreted to impose any liabilities upon the Owner to pay the cost and expenses incurred in providing the services required of the Architect hereunder. The Architect shall include in all its contracts with its consultants a provision that the Owner shall be a third-party beneficiary thereof; provided, however, that the Architect shall remain responsible for the performance of all its consultants.

§8.3 All notices given pursuant to this Agreement shall be in writing and shall be deemed duly delivered, received and given upon delivery to the address set forth on the first page of this Agreement, or to such other address as a party shall designate by five (5) days' prior written notice to the other party.

§8.4 Notwithstanding anything to the contrary in this Agreement, the Owner agrees that in any claim by the Owner against the Architect including but not limited to, claims for negligence, professional malpractice, breach of contract, regarding direct or indirect damage to the Owner sustained by the Owner as well as any claim for contribution or indemnification that the Owner is seeking against the Architect, any and all claims whatsoever against the Architect shall be limited to the greater of the amount of available insurance at the time of settlement or judgment or the amount Architect fees for the Project.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

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- .1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect
- .2 Other documents:

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Dawn Nevers
Assistant Community Development Director
City of Oroville

ARCHITECT (Signature)

Matt Gallaway, RGA
President
C28705

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CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

**RE: TRANSFER OF BEDROCK PARK PARCEL FROM FEATHER RIVER
RECREATION AND PARKS DISTRICT TO THE CITY OF OROVILLE:
APN 035-290-019**

DATE: APRIL 4, 2023

SUMMARY

The Council may consider acceptance of Assessor's Parcel Number 035-290-019 containing a portion of the Bedrock parking lot, from Feather River Recreation and Parks District (FRRPD) to the City of Oroville.

BACKGROUND

On September 6th, 1988, the City of Oroville entered into a Master Agreement No. 917-88 with FRRPD and approved the transfer of a number of parcels to the FRRPD. The agreement consisted of Riverbend Park parcels, Mitchell Field Complex (including Harrison Stadium), the Bedrock tennis courts parcel, the parcel containing the Bedrock, and others. Other parcels that were specifically recreational that were not deeded to FRRPD were leased until 1993 when they were to be deeded. The City and FRRPD have maintained an MOU, Exhibit A of the Master Agreement, for the mutual maintenance and upkeep of the Feather River Trail, trees, tennis courts, park, picnic area, restrooms, parking lots and more.

Until recently, City staff was under the impression that the parcel containing the upper parking lot and restrooms was owned by the City.

DISCUSSION

The City Parks & Trees Department has been maintaining Bedrock Park for many years. The City is making efforts to be more financially stable and has contracted with Melton Design to prepare improvement plans for Bedrock Park and the Feather River Trail that will increase recreational opportunities for the community and visitors.

On September 7, 2021, The City Council approved Resolution No. 8988, authorizing the execution of all title and escrow documents related to the transfer of Feather River Recreation and Parks district parcel numbers 035-290-018 and 035-290-040. It was later discovered the third parcel 035-290-019 was necessary to transfer to the City of Oroville to complete a contiguous connection of parcels throughout Bedrock Park.

At their September 27, 2022, board meeting, the FRRPD Board approved the transfer of all three parcels to the City of Oroville for \$1.00 per parcel and the City will assume the Title and Escrow costs.

FISCAL IMPACT

Expenditures will come from the General Fund in an estimated amount of \$1000.00 for the transfer of the third parcel.

RECOMMENDATION

Adopt Resolution No. 9131 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ALL TITLE AND ESCROW DOCUMENTS RELATED TO THE TRANSFER OF ONE FEATHER RIVER RECREATION AND PARKS DISTRICT PROPERTY; APN: 035-290-019, TO THE CITY OF OROVILLE

ATTACHMENTS

- A- Resolution No. 9131
- B- FRRPD Letter of Intent to Deed Three Properties
- C- Parcel Map of Subject Parcel

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9131**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ALL TITLE AND ESCROW DOCUMENTS RELATED TO THE TRANSFER OF ONE FEATHER RIVER RECREATION AND PARKS DISTRICT PROPERTY; APN: 035-290-019, TO THE CITY OF OROVILLE

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

1. The Mayor is hereby authorized and directed to execute all title and escrow documents related to the transfer of Feather River Recreation and Parks District owned property; APN: 035-290-019, to the City of Oroville
2. The City Clerk shall attest to the adoption of this Resolution

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on April 4, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott Huber, City Attorney

Jackie Glover, Assistant City Clerk



RESOLUTION No. 1997-22

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT APPROVING TRANSFERRING OWNERSHIP OF 3 PROPERTY DEEDS LOCATED AT BEDROCK PARK TO THE CITY OF OROVILLE: ACCESSOR'S PARCEL NUMBERS (APN) 035-290-018 and 035-290-040 and 035-290-019

WHEREAS, the District, approves property ownership of deed transfer to the City of Oroville for \$1.00 per parcel, and

WHEREAS, the Board of Directors approves property deed transfer to City Oroville APN 035-290-018, 035-290-040, and 035-290-019,

THEREFORE, BE IT RESOLVED, that the Board of Directors of the Feather River Recreation and Park District hereby approves property transfer from FRRPD to City of Oroville for three property parcels located at Bedrock Park.

PASSED AND ADOPTED, at a regular meeting of the Board of Directors of the Feather River Recreation and Park District on the 27th day of September 2022 by the following vote:

Ayes:

Noes:

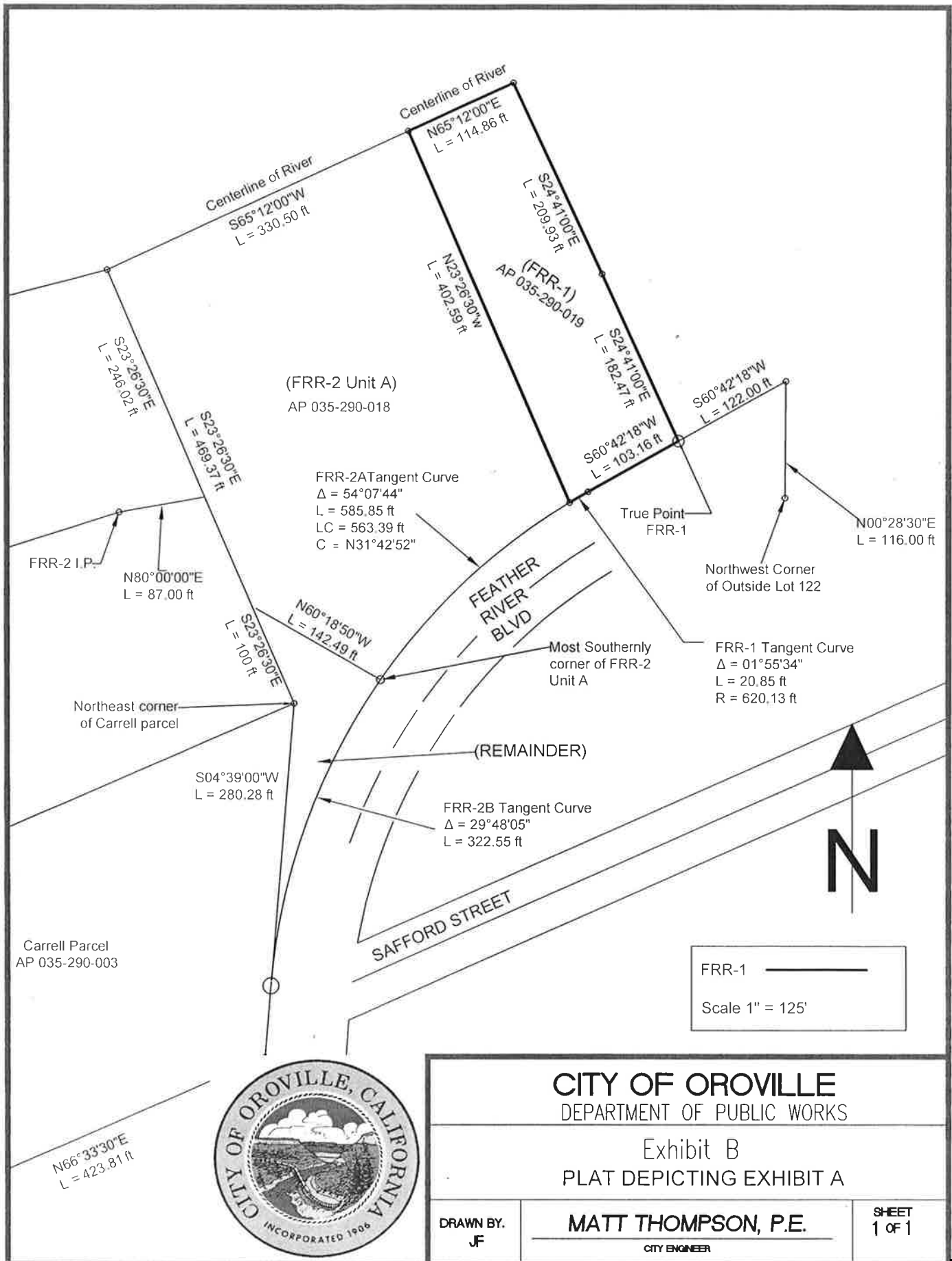
Abstain:

Absent:

Attest:

Steve Rocchi, Chairperson

Scott Chalmers, Interim General Manager





CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

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

**RE: RATIFICATION OF ADDITIONAL REMEDIATION AND REPAIRS AT 33
CANYON HIGHLANDS DRIVE**

DATE: APRIL 4, 2023

SUMMARY

The City Council is requested to ratify additional remediation work which was required to clear a home of mold spores due to a water leak at 33 Canyon Highlands Drive.

DISCUSSION

On September 21, 2022, staff was notified that there was water damage at City-owned 33 Canyon Highlands Drive. The property is currently occupied by a Lease to Purchase tenant who is in the process of purchasing the home. Emergency remediation, testing and repair work has been ongoing and is nearly complete. However, during the testing, mold spores were identified in the air and additional mold remediation work was needed in the house, including the hall bathroom, water heater closet, bedroom 2 and bedroom 3.

FISCAL IMPACT

There is no General Fund Impact. Approximately \$6,173.92 was paid from Fund 221, Housing Program Fund. The Fund balance available prior to the expenditure was \$954,353

RECOMMENDATION

Staff recommends Council ratify the expenditures that were made for this emergency remediation at 33 Canyon Highlands Dr.

ATTACHMENTS

A-Estimate for additional Remediation work performed



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Item 7.

Full Service Restoration Contractor Since 1959
2684 Highway 32 Suite 100
Chico Ca. 95973
Lic # 689238 Tax ID # 94-2623760

Insured: City of Oroville
Property: 33 Canyon Highlands Drive
Oroville, CA 95969

Home: (530) 538-2495
E-mail: klorson@cityoforoville.org

Claim Rep.: Curtis Simpson
Company: CRBR Property Damage Services

Business: (530) 513-9014

Estimator: Josh Johnson
Position: Mitigation Estimator
Company: CRBR Property Damage Services

Business: (530) 891-0333 x 2106
E-mail: JoshJohnson@CRBR.com

Contractor:
Company: CRBR - Property Damage Services
Business: 2684 Hwy 32 Suite 100
Chico, CA 95973

Business: (530) 891-0333
E-mail: ChicoBranch@CRBR.com

Claim Number:

Policy Number:

Type of Loss: Mold

Date of Loss:
Date Inspected:

Date Received:
Date Entered: 1/18/2023 8:47 AM

Price List: CASA8X_JAN23
Restoration/Service/Remodel
Estimate: CJC-4411-4

CRBR Property Damage Services

Mold Remediation Estimate

Remediation Steps: The following estimate is to remediate the microbial growth with procedures and practices standard with IICRC S520 guidelines for mold remediation.

We will contain the work area under negative air pressure during all remediation activities, remove all contaminated finish materials, sanding and sealing as needed, HEPA vacuuming and wiping down all structural components with a sanitizing anti-microbial, followed by 72 hours of HEPA air scrubbing. A third party Industrial Hygienist will perform clearance testing to ensure all air quality and visual inspections are within satisfactory ranges for safe occupancy. The costs of this testing are not included in this bid and are the responsibility of the homeowner directly to the testing company.

If you have any questions or concerns please feel free to call us at any time.

Joshua Johnson
Mitigation Estimator
530-891-0333 ext 2106
530-855-0113 | JoshJohnson@crbr.com



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CJC-4411-4

Mold Remediation

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
Supervisor inspection & scheduling	1.00 EA		0.00	233.04	0.00	233.04
Add for HEPA filter (for negative air exhaust fan)	0.50 EA		0.00	205.08	7.53	110.07
Line item for usage of the HEPA filter's life expectancy at 0.25 material usage over 3 days, with 2 HEPA filtered negative fans the material usage comes to 0.50.						
Add for HEPA filter (for canister/backpack vacuums)	1.00 EA		0.00	82.26	4.93	87.19
Line item for usage of the HEPA vacuum filter's life expectancy. This is for usage of 2 canister vacuum HEPA filters used to vacuum demolition debris and all surfaces in the affected area.						
Negative air fan/Air scrubber (24 hr period) - No monit.	6.00 DA		0.00	81.00	0.00	486.00
Line item for 24 hour "run time" of 2 medium sized negative air fan, 1st stage filter, 2nd stage filter (if applicable) at 3 days each for a total of 6 days run time.						
Excludes: HEPA filter and setup, take down, monitoring.						
Containment Barrier/Airlock/Decon. Chamber	345.00 SF		0.00	1.27	4.55	442.70
Material and labor cost to install, tape and remove 400 SF of polyethylene sheeting to prevent the migration of contaminated particulates outside of the workspace.						
Peel & seal zipper	2.00 EA		0.00	14.79	1.53	31.11
Containment Barrier - tension post (per day)	9.00 DA		0.00	3.30	0.00	29.70
Daily equipment charge for 3 tension rods/posts used to support containment for an estimated 3 days of use each totaling 9 days of equipment usage.						
Respirator cartridge - HEPA & vapor & gas (per pair)	3.00 EA		0.00	34.29	8.49	111.36
Add for personal protective equipment (hazardous cleanup)	9.00 EA		0.00	13.53	9.97	131.74
Cost includes disposable coveralls, tape, gloves, and mask. With 2 technicians having 2 breaks and a lunch the total PPE outfits used comes to 6.						
Eye protection - plastic goggles - Disposable	9.00 EA		0.00	13.12	9.74	127.82
Hazardous Waste/Mold Cleaning Technician - per hour	24.00 HR		0.00	101.34	0.00	2,432.16
Hourly labor rate for 3 hazardous waste/mold cleaning technician to HEPA vacuum and wipe down all surfaces with a sanitizing antimicrobial. With 3 technicians at 8 hours each the total labor hours comes to 24.						
Equipment decontamination charge - per piece of equipment	4.00 EA		0.00	55.56	1.61	223.85
Labor cost to wash/wipe down contaminated equipment that can easily be removed with moderate scrubbing and/or minimal cleaning. Includes 2 negative air machines and 1 HEPA vacuum.						
Equipment setup, take down, and monitoring (hourly charge)	2.00 HR		0.00	83.10	0.00	166.20



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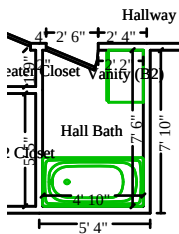
CONTINUED - Mold Remediation

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
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Labor to return to the jobsite once clearance test results are obtained to inspect, breakdown and remove equipment as well as performing a final walk-through totaling 2 hours.

Totals: Mold Remediation 48.35 4,612.94

Main Level



Hall Bath

Height: 8'

168.17 SF Walls	36.25 SF Ceiling
204.42 SF Walls & Ceiling	36.25 SF Floor
4.03 SY Flooring	18.00 LF Floor Perimeter
24.67 LF Ceil. Perimeter	

Door

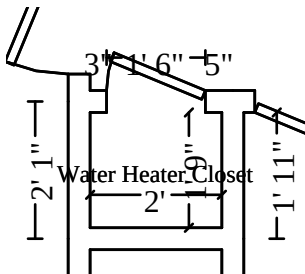
2' 6" X 6' 8"

Opens into HALLWAY

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
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Toilet - Detach	1.00 EA		0.00	74.30	0.07	74.37
Tear out wet drywall, cleanup, bag, per LF - up to 2' tall	2.00 LF		5.33	0.00	0.06	10.72
Clean floor	15.00 SF		0.00	0.71	0.01	10.66
Apply plant-based anti-microbial agent to the surface area	19.00 SF		0.00	0.39	0.08	7.49

Totals: Hall Bath 0.22 103.24



Water Heater Closet

Height: 8'

50.00 SF Walls	3.50 SF Ceiling
53.50 SF Walls & Ceiling	3.50 SF Floor
0.39 SY Flooring	6.00 LF Floor Perimeter
7.50 LF Ceil. Perimeter	

Door

1' 6" X 6' 8"

Opens into HALLWAY

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
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Detach & Reset Water heater - 40 gallon - Gas - 9 yr	1.00 EA	790.60	0.00	0.00	0.00	790.60
Water heater overflow drain pan	1.00 EA		0.00	63.84	2.00	65.84



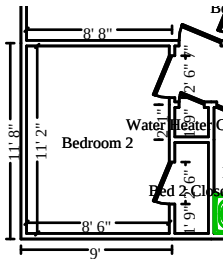
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CONTINUED - Water Heater Closet

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
Water heater seismic strap kit - up to 55 gallon	1.00 EA		0.00	75.37	1.54	76.91
Furnace vent - aluminum, 4"	1.00 LF		0.00	17.07	0.65	17.72
Flexible gas supply line connector - 1/2" - up to 24"	1.00 EA		0.00	38.21	1.82	40.03
Water heater connector line - 3/4" flexible tubing	2.00 EA		0.00	67.99	2.52	138.50
Tear out non-salvageable vinyl, cut & bag for disposal	3.50 SF		2.15	0.00	0.02	7.55
Apply plant-based anti-microbial agent to the floor	3.50 SF		0.00	0.39	0.01	1.38
Clean floor	3.50 SF		0.00	0.71	0.00	2.49
Totals: Water Heater Closet					8.56	1,141.02



Bedroom 2

Height: 8'

281.33 SF Walls	94.92 SF Ceiling
376.25 SF Walls & Ceiling	94.92 SF Floor
10.55 SY Flooring	34.33 LF Floor Perimeter
39.33 LF Ceil. Perimeter	

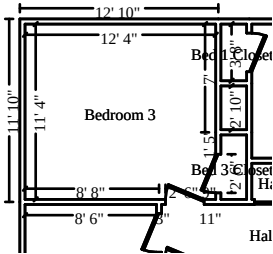
Door	2' 6" X 6' 8"	Opens into BED_2_CLOSET				
Door	2' 6" X 6' 8"	Opens into HALLWAY				
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
Tear out wet non-salvageable carpet, cut & bag for disp.	47.46 SF		0.87	0.00	0.27	41.56
Tear out wet carpet pad and bag for disposal	47.46 SF		0.81	0.00	0.27	38.71
Totals: Bedroom 2					0.54	80.27



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Bedroom 3 Height: 8'

345.33 SF Walls	139.78 SF Ceiling
485.11 SF Walls & Ceiling	139.78 SF Floor
15.53 SY Flooring	42.33 LF Floor Perimeter
47.33 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into HALLWAY
Door	2' 6" X 6' 8"	Opens into BED_3_CLOSET

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
Tear out wet non-salvageable carpet, cut & bag for disp.	139.78 SF		0.87	0.00	0.81	122.42
Tear out wet carpet pad and bag for disposal	139.78 SF		0.81	0.00	0.81	114.03
Totals: Bedroom 3					1.62	236.45
Total: Main Level					10.94	1,560.98
Line Item Totals: CJC-4411-4					59.29	6,173.92

Grand Total Areas:

1,987.94 SF Walls	641.56 SF Ceiling	2,629.50 SF Walls and Ceiling
641.56 SF Floor	71.28 SY Flooring	234.83 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	305.33 LF Ceil. Perimeter
641.56 Floor Area	715.56 Total Area	1,987.94 Interior Wall Area
1,107.56 Exterior Wall Area	131.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



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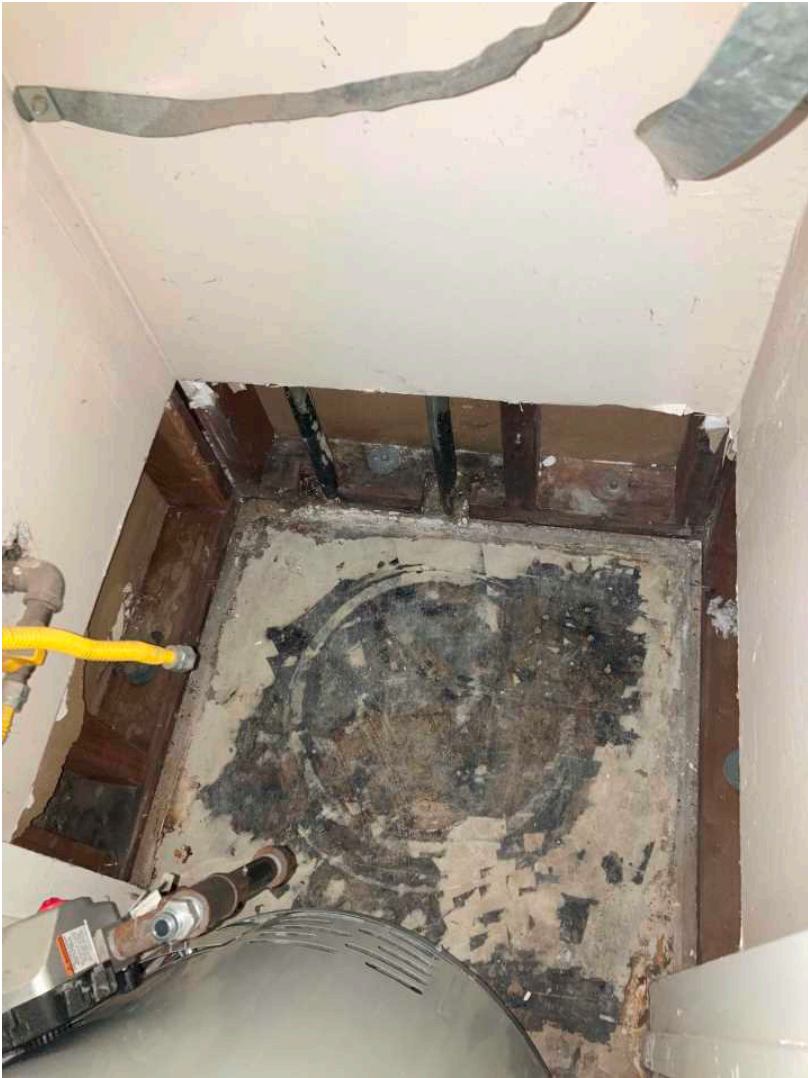
Summary for Dwelling

Line Item Total	6,114.63
Material Sales Tax	59.29
Replacement Cost Value	\$6,173.92
Net Claim	\$6,173.92

Josh Johnson
Mitigation Estimator



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1 1-YRpKZPun



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2 2-4pMXPn5j



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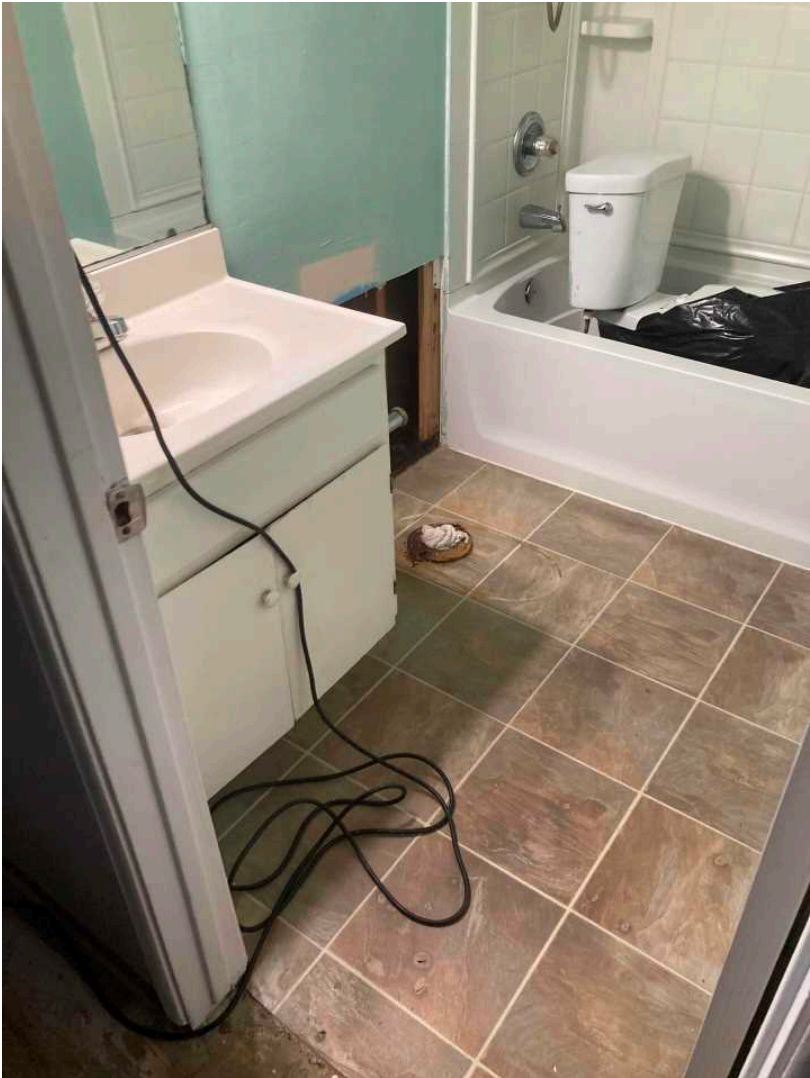
3 3-8V3T7Mr7



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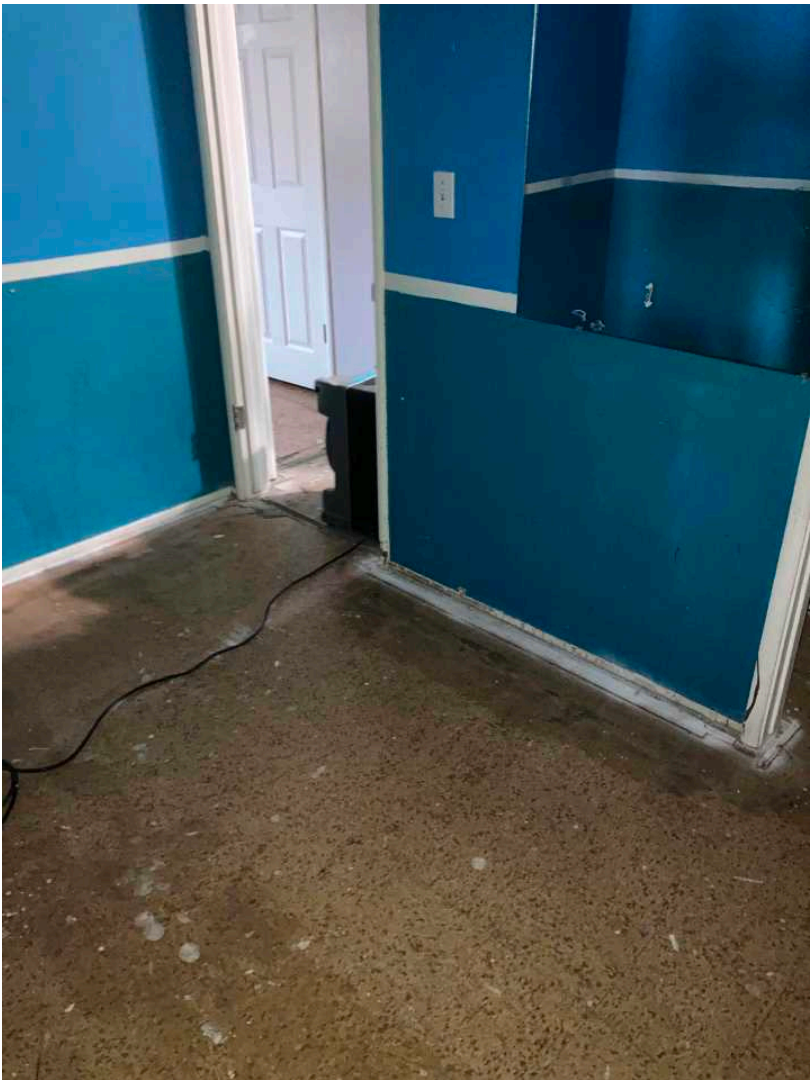
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8 8-dbiFmwUn



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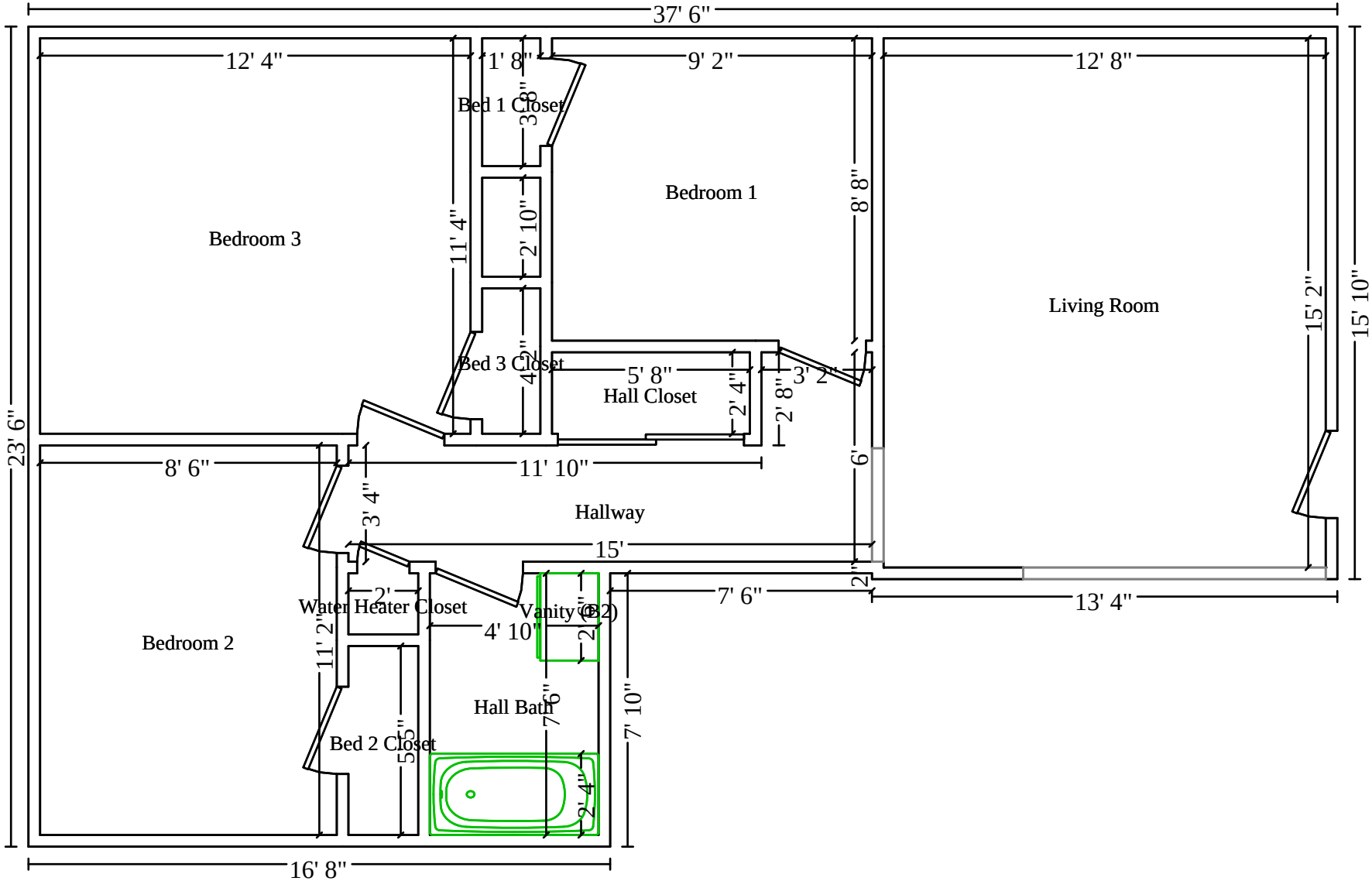


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**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: BRIAN RING, CITY ADMINISTRATOR
SCOTT E. HUBER, CITY ATTORNEY**

**RE: CONTRACT FOR ADMINISTRATIVE HEARING OFFICER SERVICES
RELATED TO CODE ENFORCEMENT**

DATE: APRIL 4, 2023

SUMMARY

The Council may consider the approval of an agreement for Administrative Hearing Officer services for the City of Oroville.

DISCUSSION

When a code enforcement citation is issued, the recipient of the citation has a right to file an appeal. The issue of who may serve as an administrative hearing officer has been the subject of significant litigation. The California Supreme Court has generally held that an administrative hearing officer must be a neutral party and cannot have provided advice to the City in any capacity during the prior 12 months.

The City's utilizes the administrative civil enforcement mechanism for many code enforcement situations. If a party who receives an administrative citation related to a hazardous code enforcement matter, the party has the ability to appeal the administrative citation, which is heard by a neutral administrative hearing officer. The City currently has one administrative hearing officer, but we were informed that the firm under contract is unable to continue with hearing officer services.

The agreement with the proposed hearing officer would be valid for a period of two years, with an expense not to exceed \$50,000. In the last two years, the City has utilized the services of an administrative hearing officer on one occasion.

FISCAL IMPACT

Included in Fiscal Year 2022/23 Code Enforcement Budget – 2311-6360 (Outside Services).

RECOMMENDATION

Approve Agreement No. 3452

ATTACHMENTS

Agreement for Hearing Officer Services

**LEGAL SERVICES AGREEMENT
For
CITY OF OROVILLE**

1. **IDENTIFICATION OF PARTIES.** This Agreement, executed in duplicate with each party receiving an executed original, is made between GREG EINHORN, hereafter referred to as "Law Firm," and the City of Oroville hereafter referred to as "Client."

This Agreement is required by Business and Professions Code section 6147 and is intended to fulfill the requirements of that section.

2. **LEGAL SERVICES TO BE PROVIDED.** The legal services to be provided by Law Firm to Client are as follows: To act as an independent Hearing Officer and/or Administrative Law Officer as set forth by Oroville Municipal Code Chapters 2.28, 9.08, and 10.2. Client will be informed, and approval obtained, before assigning work for Client to other members of Law Firm.

3. **RESPONSIBILITIES OF ATTORNEY AND CLIENT.** Law Firm will perform the services called for under this Agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Law Firm and keep Law Firm reasonably informed of developments; as well as make timely payments required under this Agreement.

4. **ATTORNEY'S FEES.** Client will pay Law Firm attorney's fees for the services provided under this Agreement at the rate of \$250.00 per hour for work performed by Law Firm attorneys as assigned, including travel time but excluding meals unless actively engaged in service to Client and excluding hours outside of service to the client, such as when staying locally overnight, etc; and, \$125.00 per hour for a paralegal, if necessary. Law Firm will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour.

Law Firm will charge for all activities undertaken in providing services to Client under this Agreement, including, but not limited to, the following: Travel, meetings, correspondence and legal documents (review and preparation), legal research and telephone consultations.

Client acknowledges that Law Firm has made no promise about the total amount of attorney's fees to be incurred by Client under this Agreement.

5. **COSTS.** Client will pay all "costs" in connection with Law Firm's representation under this Agreement. Costs will be advanced by Law Firm and then billed to Client. The hourly rate identified above includes photocopying expenses (Under 500 pages) and long-distance telephone charges, as well as routine clerical support. Client will be billed for legal research time (i.e., Lexis-Nexis) charges for time actually spent in legal research for a Client matter.

6. Law Firm will maintain professional liability insurance in the amount of \$2,000,000 per occurrence, and \$4,000,000 in the aggregate.

7. REPRESENTATION OF ADVERSE INTERESTS. Client is informed that the Rules of Professional Conduct of the State Bar of California require the Client's informed written consent before an attorney may begin or continue to represent the Client when the attorney has had a relationship with another party interested in the subject matter of the attorney's proposed representation of the Client. Client and Law Firm are aware of any potential conflicts and have discussed them in detail. Law Firm will consult with Client in accordance with the requirements of the Rules of Professional Conduct as to any new matters assigned to Law Firm after the entering of this Agreement regarding any potential conflicts of interest relating to such new matters.

8. DISCHARGE OF ATTORNEY. Client may discharge Law Firm, pursuant to state law, by written notice effective when received by Law Firm. Notwithstanding the discharge, Client will be obligated to pay Law Firm its last statement within thirty (30) days as set forth under the terms of this Agreement.

9. STATEMENTS AND PAYMENTS. Law Firm will send Client monthly statements indicating attorney fees and costs incurred and their basis, any amount applied for deposits, and any current balance owed. If no attorney fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month. Any balance will be paid in full within thirty (30) days after the statement is mailed and within thirty (30) days after final statement is submitted due to discharge of Law Firm. Invoices will be sent by Law Firm to Client as follows:

City of Oroville
Attn: Ruth Wright - Finance Director
Oroville City Hall
1735 Montgomery Street
Oroville, CA 95965

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

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

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

13. ARBITRATION OF FEE DISPUTE. If a dispute arises between Law Firm and Client regarding attorney's fees under this Agreement and Law Firm filed suit in any other court

other than small claims court, Client will have the right to stay that suit by timely electing to arbitrate the dispute under Business and Professions Code sections 6200-6206, in which event Law Firm must submit the matter to such arbitration.

14. ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT. The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

14. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement is the date when Client first authorized work to be done.

The foregoing is agreed to by:

CITY OF OROVILLE

Dated:

Dated:

GREG EINHORN



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: JORDAN DALEY, SENIOR ADMIN ASSISTANT
DAWN NEVERS, ASST COMMUNITY DEVELOPMENT DIRECTOR**

RE: VOICE FOR THE ARTS AWARD SELECTION

DATE: APRIL 4, 2023

SUMMARY

The Council may approve the Arts Commission recommendations for the Voice of the Arts Award.

DISCUSSION

On November 07, 2017 the City Council created an Arts Commission award titled Voice of the Arts Award to recognize people and organizations that positively impact the Oroville community with their passion, innovation and commitment to the arts. The Oroville Arts Commission accepted nominations for the first year of awards the month of December. The Arts Commission met on March 14, 2023 to review and select awardees.

The Arts Commission recommends awarding the following nominees for the first Voice of the Arts Award:

- Community Individual, Don Remley

FISCAL IMPACT

Approximately \$150 for plaque to be placed in the Lobby of the Council Chambers and one individual plaques

RECOMMENDATION

Approve the Arts Commission recommendation and award the Voice of the Arts Award to Community Individual Don Remley

ATTACHMENTS

Nomination Applications



Oroville Arts Commission Award Recognizing "Your Voice for the Arts" Nomination Application

Name of Nominee for Award: DON REMLEY

Address: P.O. BOX 2162

Telephone Number: 530 532-1257 (Home) 530-990-6658 (Cell)

Email: donandpenny68@comcast.net

Name if Individual(s) or Organizations Nominating Individual:

DAVID TAMORI

Contact Person: DAVID TAMORI

Address: 111 PUTNAM DR.

Telephone Number: 530 990-0416 (Home) _____ (Cell)

Email: dtamori530@hotmail.com

Nomination:

Please attach page(s) that include a header with the nominee name detailing why the individual is being nominated. Be sure to include specific examples and/or events that the individual accomplished that meet the criteria for this award.

Please return the application to the City Clerk's Office, 1735 Montgomery Street, Oroville. For Questions call 530-538-2535

Deadline for submittal of applications – 12:00 p.m. – March 1, 2020.

Nomination for Your Voice in the Arts Award.

I nominate Don Remley as a community member whose leadership provided the proper supplies, facilities, and staff for students to experience, learn and practice music in their elementary education.

“Ensuring the Arts for Any Given Child” Notes from Presentation given on May 19, 2022, by Don Remley
 Support by Oroville City Elementary School District for Instrumental Music (1985-2007) ➤ In 1985, the band instructor was Jerry Wolcott, who served as band instructor for over 40 years and did not retire until in his 70’s. Jerry taught both elementary and junior high instrumental music. He had no budget for instrument repair or uniforms. The junior high uniforms were “hand-me-downs” from the high school band. Did not have a balanced band because he tried to get inexpensive instruments, when available. ➤ Changes after 1985 when I arrived: Funds were allocated to the instrumental music program (\$10,000.00/year) and out-of-state lottery funds to purchase new instruments and replace/repair existing instruments. Also, in 1988, the District hired a half-time instrumental music instructor to assist in teaching instrumental music at the elementary level to get more students involved in music. In this same year, funds were set aside to purchase new uniforms for the junior high band. A spring concert was held each year, sometimes at the State Theater and occasionally at the Municipal Auditorium to allow the students to display their abilities. The junior high band played at all parades in town. ➤ Later, when the total district-wide music festival began, the band students would perform at the music festival at the State Theater, showcased along with the vocal music performances. Small groups of students would perform between vocal performances as student groups were moving on and off the stage behind curtains. Support by District for Vocal Music (1985-2007) ➤ In 1985, the District had a full-time vocal music teacher who provided in-class vocal music instruction for grades K-6. She was assigned to schools, based on school size. Although she tried to serve all grades and all classes, each school had a sign-up list on days when she would be serving the school. Some teachers signed up more often than others and so all classrooms did not receive the instruction. ➤ By 1988, the District was growing and we added one additional vocal music teacher. At this time we added a vocal music elective class at the junior high level with the intent to develop more interest in vocal music. The added teaching position made it possible for all classes K-6 to receive regular classroom vocal music instruction. Unfortunately, the efforts at the junior high were not as positive, even when there was a change in teaching assignments in the hope of stimulating more interest. ➤ By 1990, the District began the Spring Music Festival. All students and all grades were represented. There was always a theme for each year and each school had the students learn songs that fit the theme. The three music teachers would work together to plan the event, including the preparation of programs and in a few cases tickets (to control the actual attendance to meet fire safety requirements). The music festivals required the assistance of many adults. Thus, parents and staff were asked to assist in the supervision of the students and the movement of students on and off the stage. A special Master of Ceremonies was recruited for the event to make everything run smoothly. The District paid rent for the State Theater and also either offered teachers a day off for their participation or paid them a stipend. The music festivals were always well received by the community. Extra Thoughts: ➤ It is very critical that the superintendent be committed to the music

and arts programs for a district to develop as described above. Although we have yet to discuss the visual arts program in the Oroville City Schools, there is a similar history of committed visual art teachers serving within the schools. We used both certificated teachers and “Artists-in-the-Schools” artists to bring special instruction to the students. ➤ My experience began as a fourth grader as I learned to play the trumpet. I continued with music throughout junior high and high school, eventually becoming the drum major for La Mirada High School and playing the French horn in the District-wide Concert Honor Band. It allowed me to goose step across the Los Angeles Coliseum leading the band onto the field for a half-time program for the State CIF Championship Football game. As a teacher, and later as principal, I organized and instructed several large choral groups that preformed for the school and community. I have sung in several musicals performed at the State Theater and have been a member of a quartet at church. Thus, I have a personal interest in vocal and instrumental music



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: JACKIE GLOVER, ASSISTANT CITY CLERK

RE: SELECTION OF THE 2023 SAMUEL J. NORRIS AWARD FOR EXCELLENCE RECIPIENT

DATE: APRIL 4, 2023

SUMMARY

The Council will consider the selection of a recipient for the 2023 Samuel J. Norris Award for Excellence.

DISCUSSION

The Samuel J. Norris Award for Excellence Program was created in 2002 to recognize the outstanding efforts and commitments of a local individual or group of individuals that have improved the quality of life in the City of Oroville, provided positive leadership to the community, and have had significant achievements in their life that have inspired others to improve the community as well.

The City has received two nominations for 2023, including:

Mr. Carl S. "Bud" Bolt
Ms. Jan Hill

The selected recipient of the 2023 Samuel J. Norris Award for Excellence will be presented with an award at the State of the City Address on April 25, 2023, at the Oroville State Theatre at 6:00 P.M.

FISCAL IMPACT

Award Plaque: \$100.00
Council Budget – Special Department 1801-6430

RECOMMENDATION

Select a recipient for the 2023 Samuel J. Norris Award for Excellence, to be presented at the State of the City Address on April 25, 2023, at the Oroville State Theatre.

ATTACHMENTS

A - Samuel J. Norris Award for Excellence Nominations



2023
Samuel J. Norris
Award for Excellence - Application

Name of Nominee for Award: Carl S. "Bud" Bolt
 Address: 50 Concordia Lane, Oroville
 Telephone Number: 530-533-3096 (Home) _____ (Cell)
 Email: carlsbolt@sbcglobal.net
 Name if Individual(s) or Organizations Nominating Individual:

Contact Person: Mary Gunderson
 Address: 1551 Reed Rd, Yuba City, CA 95993
 Telephone Number: 530-674-2840 (Home) 530-632-1984 (Cell)
 Email: shenaniganss@comcast.net

Nomination:

Please attach page(s) that include a header with the nominee name detailing why the individual is being nominated. Be sure to include specific examples and/or events that the individual accomplished that meet the criteria for this award.

*** (If your nomination is selected by the Council, please be prepared to provide pictures and other items of interest pertaining to the Nominee for the presentation of this award) ***

Please return the application to the City Clerk's Office, 1735 Montgomery Street, Oroville. For Questions call 530-538-2535

Deadline to submit applications – 12:00 p.m. Friday, March 10, 2023.

Carl S. "Bud" Bolt

Bud Bolt was not a native of his beloved Oroville; his story began in Kearney, Nebraska in 1927, the youngest of 9 children. He and his family barely survived the dust bowl and depression years. He learned a lot of lessons growing up in such difficult times; and worked very hard for the most meager of sums. He became a migrant worker as life improved, and traveled with the crops. He joined the Marines January 1, 1947 and was stationed at Mare Island, working as a mechanic in the Motor Pool. He married Laila in 1948 and soon after was a family man.

In 1950 Bud was honorably discharged from the Marines, leaving only because the government had cut the men's pay from \$175 per month to \$132 and it wasn't enough to support a family on. He and Laila had to move in with her parents while Bud searched for work. Eventually he worked as a Fireman, then for the City of Vallejo Bus Co. He was making \$370 per month then, but still wanted to make more and get ahead faster so he tried his hand at becoming a professional wrestler on the side. He and a buddy took lessons, but couldn't manage to keep enough weight on their youthful frames to make it as pros. Next Bud bought an electric steel guitar and took lessons. He tried to play for a country western band and take some college courses, but it wasn't to be, and didn't make Laila happy...

In 1951 Bud went to school at night so that he could earn his High School diploma. In 1952 he started his career with tools; by becoming a Snap-On dealer. (And with a last name like "Bolt" in the tool trade, he's heard about every joke you can imagine! He's also claimed he was given the nickname "Rusty Bolt" as he got a little older... and that now he's happy not to be called "Deadbolt"!).

Laila had to go back to work full time while he got established so they could survive financially. The sacrifices paid off and by 1953 he was the 22nd highest producing dealer in the nation (out of around 900). In 1954 he was #2 dealer in San Francisco and top 10th in the nation. Shortly thereafter he made it to #1 dealer. Prosperity followed in the next few years and he became so well known that in 1961 Cornwell Quality Tools offered him twice what Snap-On was paying him so he became their Western District Sales Manager. Cornwell started having management issues in 1965 so Bud resigned. It was the perfect time to take a trailer trip to ten western states with the family while the four Bolt kids were on summer vacation.

Bud and Laila next bought a trophy and award shop. It was a good business, but tools kept luring him back... so he became a Field Manager for C.T.S. Co., MAC Tool Division. They lived in Cupertino and loved their house but didn't take to the big city life and traffic.

In 1969 Bud became the Sales Manager for California and Nevada. In 1972 he and Laila decided Oroville was a great place to live and they bought the house and property they enjoyed for decades on Mountain View Drive. They had a menagerie of farm animals and pets for the last child, Patty, to enjoy. She was a member of FFA (Future Farmers of America). Bud and Laila were also 4H Leaders in Oroville for about ten years. Bud taught Beginning Woodworking, and helped youth prepare for the job market with Toastmasters as well. One year the 4H groups had a display of their wood creations in Chico and his 4H group took "Best of Show".

In about 1979 Bud and Laila took off for Death Valley in a truck, with a motorcycle and travel trailer. Bud says that's when they started their "paid exercise program". They worked, played golf, and biked around collecting more tools! They needed a little more vacation time before staying at their Oroville home-base full time.

When they settled back in on the ranch property, Bud was involved with church, and was a perfect fit to with finances so he volunteered his time at the local Oroville Methodist church his family attended. Over the years Bud and his sons had purchased big cruising motorcycles and took many trips throughout the United States. Even though I'm guessing tools would add a little weight to the old saddle bags, Bud and Laila kept collecting antique wrenches. They loved finding them with names they hadn't come across before. In the early tool days there were MANY companies producing tools, but most didn't survive very long.

Eventually, Bud and Laila's Oroville property was named "The Rusty Wrench Ranch". The Bolt's built outbuildings and began displaying their wrenches. They also expanded into collecting and restoring items to enhance the display spaces, such as antique and vintage tractors, various gas pumps, signs, etc. People started coming to their home to see the collection and hang out with these two interesting folks.

In about 2005 Bud and Laila talked to the City of Oroville about donating their tool collection, which was somewhere over 6,000 wrenches, to make a museum that could be shared with the public. The City readied a building and it was dedicated in memory of Bud's parents, George Henry and Abbie Bolt, on January 3, 2006. The City of Oroville was smart enough to ask Bud and Laila if they would stay on to help get everything running smoothly; perhaps a year or so... Bud has always been a good businessman and worked with the City to formulate goals to aim for. Bud set up bookkeeping and statistics so that the museum's status could be known at any given time.

Because of Bud's friendly outgoing personality and excitement over tools, volunteers soon signed up as docents and helped on building new boards and mounting tools on them. Some people did research on tools, and a large resource library was built one book or magazine at a time. Bolt's were well networked in the tool world. The museum expanded from just wrenches to all different types of antique/vintage tools (pre-WWII, for the most part). It didn't take long for the museum's appeal to spread, and pretty soon every day became Christmas for Bud! People would show up at the museum's doors with boxes or bags of old tools, and the collection grew to over 13,000 DIFFERENT tools.

Bud's son Mike Bolt and one of his friends built the tool database on computer. The museum is divided into sections and within those sections every display board has a number, every tool on the board has a number, and it is in the computer database. There is a book in each section where folks can learn a tool's name and probably a little more information. And never standing still, the tool boards at Bolt's Antique Tool Museum are being given QR codes and they are working toward being able to scan any tool on any tool board and get information by way of your smart phone!

Since most of the museum's collections are on the walls, there was some floor space available. Bud and Laila had connections with local food establishments who would cater events there. For example, a car club would arrange a museum tour, and then be treated to one of Bud's educational talks on "The Evolution of Tools" or "The Dust Bowl" etc., and then tour recipients could sit down among all those tools and have a wonderful meal and hang out and another local eatery was highlighted and got a job. The museum also has "Hero Boards" spotlighting many local Oroville military veterans, and other boards featuring the Boy Scouts and others.

Shortly after that Bud started asking some of his interesting collector-friends to give presentations at the museum and share information and collections. This built into the "Third Saturday Presentations". Wonderful people from nearby and faraway brought amazing collections to share! One month there might be 15 antique restored tractors, the next 20 antique military vehicles, the next a couple dozen early 1900s automobiles, etc. Of course not everyone's talk took up parking lot space; some were from men like Stu Shaner with other steel workers and gear, some were local financial wizards, some were Mountain men, gold miners, trappers, etc.

Crowds were growing and more chairs had to be purchased! At times there were over 70 people in the audience. Then... COVID hit. From a museum that was open several hours a day, 7 days a week and had the volunteer staff to support it, everything changed. It's hard to recruit new docents when you're barely open, a few passed away, and entering his 90s, Bud was starting to show some age too.... Until a few months ago when he had major surgery he was still there the few mornings a week the museum was open and doing his accounting jobs, responding to email messages on a website that was getting about 100,000 hits a month, etc. In total Bud and Laila donated 15,000+ hours total (tracked by the City, in reality it's probably a whole lot more).

Sadly, Bud's wife Laila, who was integral to the Museum and the day-to-day running, data input, docent training, and a whole lot more, passed away in 2016. Bud never thought she'd be the first to go, and he's missed her greatly. For those who knew her, her sweet spirit lives on in that museum.

Groups of students from universities have come to see what the Smithsonian Museum said is what they believe, the "world's largest collection of tools". Groups of Japanese businessmen have visited. Countless school class groups and clubs have had their eyes opened to the importance of tools, and left with their "Official Tool Hunter" certificates. A gift shop of tool-related, and Bolt's Museum logo'd items bring in revenue too. Bud and the City's museum have also been featured on television programs, in many newspapers, magazines, etc. It's great PR for Oroville, and usually draws visitors to see the City's other fine museums too.

Bud has written over 132 "Antique Tool Talks" and that wealth of information has been shared in publications around the United States and the United Kingdom... and probably further! They've been emailed to the extensive distribution lists built over the years. He also helped Bob Jackson write and publish James Chadwick Gray's "Ophir Hardware Company" book which chronicles the history of the many hardware stores in Oroville dating back to the Gold Rush.

There is no way I can cover everything that Bud Bolt, and his wife Laila, have contributed to the tool world, and the City of Oroville in just a few pages. Bud has been a true inspiration to many of us through his vision, commitment and dedication in passing on knowledge and a love of the history of tools. He'll be 96 years old soon and is building back his strength so he can hang out at that fine place that bears his family's name once again...

"Without tools, man is just another animal." - Bud Bolt, Bolt's Antique Tool Museum



2023
Samuel J. Norris
Award for Excellence - Application

Name of Nominee for Award: JAN HILL (died Feb 3, 2023)

Address: 3900 Hildale Ave, Oroville 95966

Telephone Number: 534-0998 (Home) _____ (Cell)

Email: _____

Name if Individual(s) or Organizations Nominating Individual:

CAROLE SMITH

Contact Person: CAROLE SMITH

Address: 1515 HAMMON AVE., OROVILLE

Telephone Number: 534-1157 (Home) 530-354-6250 (Cell)

Email: csmith95966@yahoo.com

Nomination:

Please attach page(s) that include a header with the nominee name detailing why the individual is being nominated. Be sure to include specific examples and/or events that the individual accomplished that meet the criteria for this award.

*** (If your nomination is selected by the Council, please be prepared to provide pictures and other items of interest pertaining to the Nominee for the presentation of this award) ***

Please return the application to the City Clerk's Office, 1735 Montgomery Street, Oroville. For Questions call 530-538-2535

Deadline to submit applications – 12:00 p.m. Friday, March 10, 2023.

JAN HILL

I would like to nominate Jan Hill for the 2023 Samuel J Norris Award for Excellence .
Jan has contributed significantly to improving the quality of life in Oroville.
Jan was a distinguished educator in the Oroville Elementary School District for over 20 years. She taught special education and second grade for many years. Through her expertise in child development and her kind and patient demeanor , Jan found each student's strengths and fostered them to become successful adults in our community. Many people in Oroville site Mrs.Hill as one of their favorite teachers who encouraged them to achieve their potential and be proud of their accomplishments. Jan's leadership role as a teacher inspired others in our community.

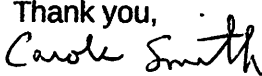
Jan was also passionate to share the natural beauty of Oroville with others. She recognized Oroville's recreational potential for our public to enjoy. One of Jan's first projects was organizing a group of people and raising funds to construct the Oroville Skate Park. Community improvement was on her mind. Jan was elected and served on the Feather River Parks and Recreation board for several terms. She helped in the development of River Bend Park. She was instrumental in getting the dog park. Frequently you could see Jan out in the parks planting trees or moving dirt and brush to make room for a play area for people or dogs. She also helped organize the summer Concerts in the Park.

Jan was a horse lover and volunteered at the many Lake Oroville Vista Endurance rides. She wanted others to experience the beautiful horse and bike trails around our city.

Jan also served her community as an election precinct officer. Oftentimes you were greeted by Jan's smiling face at the election polls.

Jan died unexpectedly on February 3, 2023.

Jan took it as an honor to serve her city of Oroville and it would be wonderful for Oroville to honor her.

Thank you,

Carole Smith



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

**RE: LETTER FROM YMCA REQUESTING CITY PARTNERSHIP IN
BUILDING DOWNTOWN SWIMMING POOL/ATTRACTION**

DATE: APRIL 4, 2023

SUMMARY

At the request of Council Member Johnstone and Council Member Webber, the Council will discuss the letter received from the YMCA of Superior California (YMCA) requesting to partner with the City to discuss bringing a pool to the downtown area of Oroville.

DISCUSSION

On March 1, 2023, Mayor Pittman and Council members received a letter from the YMCA expressing a desire to partner with the City on bringing a pool to downtown Oroville. The letter discusses the shortages of pools in our community, which limits swim lessons/water safety instruction, exercise classes for seniors, swim meets, recreation and masters programs. With the recent closure of the pool at the old YMCA location, this shortage is amplified.

YMCA proposes partnering with the City in an attempt to find a path to bring a pool to downtown Oroville.

FISCAL IMPACT

None at this time.

RECOMMENDATION

Provide staff direction; which could include recommending that this topic be initially discussed at the Council Executive Committee.



**FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

March 1, 2023

To the City Councilmembers of Oroville,

I am writing this letter of interest on behalf of the YMCA of Superior California, our branch the Oroville YMCA, and the community of Oroville. There has been a shortage of pools for the community to use in Oroville for many years now. It has only been amplified by the closure of our pool at the old YMCA location. There are no local pools for residents to:

- take swim lessons and learn about safety around water
- participate in joint safe exercise classes for seniors
- have teen swim teams and meets
- swim for recreation with the family
- enjoy lap swim or masters programs for adults

This means there are less amenities for residents in Oroville and less attraction for people to come visit and live here.

The YMCA would like to help be part of the solution. I would propose that the city and the Y work together to bring a pool to the downtown area. While the YMCA does not have the funds to build a new pool, we have the expertise to manage and program the pool. My understanding is that a new pool could run between \$7 – 12 million depending on the shape and amenities of the pool. Having built a new pool just 7 years ago I am familiar with current trends and efficient yet effective designs for pools. It is important to understand that pools do not bring in a positive net. They always cost more to run than what you can make in revenue. Between insurance, staffing, heating and chemicals, pools are not a great way to earn money. What they do is provide a value when partnered with other goals and objectives. Some examples of how they bring value is by:

- being a destination for nearby towns and cities. It increases visitors and potential customer to your downtown.
- increasing the livability score of your city by giving residents more amenities and attracts potential new residents.
- creating a venue for events and gatherings that build community.
- delivering lifesaving programs to community members and their families.

I would propose that the pool be built next to the convention center that the YMCA is currently using for ease in management and functionality. There is room in that area and there is plenty of parking to accommodate it as well. A pool that is both economically built but maximized on functionality is what I would suggest. Some ideas of a pool set up would be: (see pictures at the end of the letter for examples)

- 6-8 lap lanes
- Shallow entry portion for those with disabilities or young children
- Small “lazy river” or circular current feature for rehabilitation as well as recreation

- I would not suggest making it a deep diving pool
- To accommodate swim lessons, you want those areas 3-5 feet deep
- A few water features as part of the pool
- Additional splash pad that has multiple water features to be used by all ages

The YMCA has been a nationwide resource for cities when it comes to the management of pools and aquatic programming. We would love to evolve our partnership with the City of Oroville to include this aspect as well.

There would be many details to work out, but we are interested in moving forward in this discussion with you and hope you are as well.

Sincerely,



Sharna Braucks
President & CEO
YMCA of Superior California









CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

**RE: RE-ESTABLISHMENT OF THE COMMUNITY ENHANCEMENT
BUDGET UNIT**

DATE: APRIL 4, 2023

SUMMARY

At the March 21, 2023 regularly scheduled City Council meeting, Council Member Thomson and Council Member Webber discussed putting on the agenda the concept of providing some City funding for a 4th of July fireworks show. In addition, there were conversations of budgeting for funding to potentially help fund other projects that impacted the quality of life of our residents or provided a community benefit. In response to these discussions, staff are bringing forward for Council consideration, the re-establishment of the Community Enhancement budget unit.

DISCUSSION

In years past, City Council has included within the annual budget, appropriations to draw from for items that arose throughout the year that would be a benefit or enhancement to the Community as a whole. This was last done in Fiscal Year 2016/17, when \$20,000 was budgeted.

Staff recommend that this fund be re-established this Fiscal Year at a funding level of \$15,000, and be considered for funding in future fiscal years during the annual budget process. If re-established, Staff recommend that if Council Members learn of events or activities where funding would benefit the community, that they raise the issue at a Council meeting under "Future Agenda Items" to see if there is support to bring the item back at a future meeting for consideration.

FISCAL IMPACT

Establish new budget unit in the General Fund for community related enhancements/benefits with a balance of \$15,000. The \$15,000 will come from available Fund Balance.

RECOMMENDATION

Direct staff to re-establish the Community Enhancement budget unit with \$15,000 budgeted;
or

Direct staff to re-establish the Community Enhancement budget unit with a different dollar amount budgeted; or

Provide other direction to staff.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

RE: FORMATION OF ARCHITECTURAL DESIGN WORK AD HOC COMMITTEE

DATE: APRIL 4, 2023

SUMMARY

At the March 21, 2023 regularly scheduled City Council meeting, Council Member Thomson and Council Member Webber requested an item be placed on the agenda to consider the establishment of an ad hoc committee to review architectural design work being performed on City buildings and property.

DISCUSSION

An ad hoc committee by definition is a committee that is established to perform a specific task or work on a specific project, for a limited duration. Once that task is completed, the committee disbands. Given that this committee would be used on an ongoing/as needed basis, Staff recommend utilizing an existing committee, the Executive Committee, when there are projects prominent in nature, highly visible, or have significant exterior improvements. Staff would be able to initiate input from this committee, or a member of the committee could request that a project be brought forward.

FISCAL IMPACT

None.

RECOMMENDATION

Provide direction to staff.



California State Treasurer *Fiona Ma, CPA*

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“Your money is safe in LAIF”

With recent volatility in the fixed income market, including the closing of Silicon Valley Bank and Signature Bank, I wanted to reassure you that “your money is safe in LAIF”. The Pooled Money Investment Account (PMIA) has no current or past exposure to either Silicon Valley Bank or Signature Bank. We continue to follow the PMIA Investment Policy’s three goals: Safety, Liquidity and Yield, with an emphasis on safety and liquidity.

LAIF deposits total just over \$27 billion, which represents just under 14% of the PMIA’s total assets (\$200.5 billion) as of February 28, 2023. We continue to focus on managing cashflow for the State of California and LAIF participants. Over the past eight months, LAIF deposits have decreased by \$10 billion and the PMIA was able to meet all of the needs of its participants, without liquidating investments.

I would also like to remind you that LAIF is just one participant in the PMIA. Other large investors include the State of California’s General Fund and the Surplus Money Investment Fund. The PMIA is not a Net Asset Value Fund, a 2a7 fund, nor a “2a7-like fund”. This means the value of the underlying securities within the pool do not affect the value of the money that LAIF participants deposit in the fund. LAIF, in essence, acts as an “interest-bearing checking account”. Your deposits are available to you daily and will earn an equal share of interest based on the average daily balance within LAIF during each quarter.

While the PMIA is not rated by S&P, Moody’s, or Fitch, all of the securities within the PMIA are highly rated, as required by California Government Code and the PMIA’s Investment Policy.

For additional information about LAIF and the PMIA, including our policies and reports, visit the State Treasurer's Office website www.treasurer.ca.gov. If you have any questions, or concerns, please call (916) 306-8260 or email LAIF@treasurer.ca.gov and we will do everything we can to assist you.

My team and I are honored to have the opportunity to assist you in managing your money and value your participation in LAIF.

Jeff Wurm
Director, Investment Division
jwurm@treasurer.ca.gov



2959 Lower Wyandotte Rd. Oroville, CA 95966
PH: 530.693.4305 | FX: 530.693.4605 | Email: osciasocc@gmail.com
www.havenofhopeonwheels.org

March 31, 2023

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

Dear City Administrator Ring,

Through the Haven of Hope on Wheels program we have been able to serve one of our most vulnerable populations within the City of Oroville; our unhoused and displaced. As requested by the Council for our bi-annual reporting, we would like to give you our 8th update on the services that Haven of Hope on Wheels has offered in the form of showers and laundry.

Despite the challenges of COVID-19, we were able to provide the following services:

1. New Clients Served: 81
2. Total Number of Showers: 728
3. Total Number of Laundry: 123

Thank you,

Kevin Thompson, Director
OSCIA / Haven of Hope on Wheels
P: (530) 693-0728
F: (530) 693-4605
E: kthompson@osciainc.org



Feather River Recreation and Park District
1875 Feather River Blvd.
Oroville, Ca 95965
www.FRRPD.com

For Immediate Release

PROGRAM CLOSURE AT ACTIVITY CENTER PROPERTY

OROVILLE, CA. (March 29, 2023) – In fall of 2021, the Board hired financial analysis, Scott Chalmers, to examine District finances due to operating budget concerns and limited reserves. Mr. Chalmers' findings included a deferred maintenance list for all 15 District parks and facilities at an approximate cost of \$15 million. At the conclusion of the presentation, the Board of Directors moved forward with the consultant's recommendation to list the Activity Center for sale. A copy of the presentation and financial report summary is available online: <https://www.frrpd.com/2021-11-18-board-november-18-2021-special-board-meeting>

In December 2021, the community and staff were notified by the District of the Board's intention to sell the facility. Since then, the property has been advertised by Mike Donnelly of Coldwell Banker C & C Properties. Due to the financial sustainability of the District, the Board has directed staff to close recreation programs and childcare services operating at the Activity Center and prepare the building for sale. The District will make every effort to support instructors and participants during the transition. The decision to discontinue programming within the Activity Center was made to increase funding to better maintain the remaining parks and facilities, and properly allocate operating expenses. Addressing years of deferred maintenance in District parks is a priority.

PROGRAM CLOSURE TIMELINE

June 2023 – Close Recreation Programs: Gymnastics, Martial Arts, Dance and UJam

August 2023 – Close Childcare Center

September 2023 – Remaining staff will focus on packing, moving, and surplus sale of equipment.

RESULT OF ACTION

Up to 17 employees may be affected by the closure. A severance package will be offered to employees being laid off and not transferring to another open position within the District.

The District Office will continue to operate at the Activity Center while preparing the building for sale and the relocation of administrative staff.

Media Contact:

Victoria Teague, Interim General Manager
District Office: 530-533-2011
victoriaa@frrpd.com

The Feather River Recreation and Park District is a California Special District that serves an area of 730 square miles in south-eastern Butte County. Our mission is to provide and maintain quality parks, recreation experiences, and related facilities and programs for all residents of the District in a fiscally sustainable manner that compliments the natural resources and cultural heritage of our community.

04/04/2023

HANDOUTS

ITEM TO BE ADDED
APRIL 4, 2023
CITY OF OROVILLE

ADDED ITEM:

The following item came to the attention of the City staff subsequent to the posting of the agenda for this April 4, 2023 meeting. Pursuant to Government Code Section 54954.2, staff is requesting the Council take action to add these items to the agenda.

ACTION:

Amend the Agenda to add Item No. 2.5, as follows:

Pursuant to the Brown Act, as amended by AB 2449, the Council will consider approving the emergency circumstances for two council members to attend this meeting virtually.

Legal References List

“Sober Living” Legislation That Has Passed

2018 – SB 992 – Defined “Recovery Residences”; required a registry.

2018 – SB 1228 – No patient brokering. DHCS can assess an undefined penalty.

2018 – AB 3162 – Penalties for licensing violations = \$250-\$1000/day. Operator may be restricted from operating another house for five years.

2019 – AB 919 - Treatment centers that operate houses must have separate rental contracts. Requires return ticket home for up to one year.

2021 – AB 1158 - Recovery facilities must carry liability insurance.

2021 – AB 381 – Two doses of Naloxone at each Detox.

2021 – SB 434 - No false or misleading advertising.

2022 – SB 349 – Patient Bill of Rights. Brokering penalty = \$20k. No false advertising.

“Costa Mesa Ordinances”

Adopted by Prescott, AZ, “blessed” by DOJ and HUD and Adopted by State of Arizona

Adopted by Costa Mesa, Laguna Niguel, Huntington Beach, County of Orange

Adopted and Rescinded by Encinitas under misguided pressure from State

Costa Mesa Legal Success:

12/7/18 [Costa Mesa prevails in sober-living operators’ lawsuit challenging city regulations](#)

7/22/19 [Federal Judge Issues Ruling Affirming Costa Mesa Victory in Sober Living Lawsuit](#)

2/24/20 [Disabled by Addiction? Prove it, federal judge says to recovery home](#)

6/10/20 [Costa Mesa’s win against sober living home affirmed by U.S. Court of Appeals](#)

9/9/21 [Ninth Circuit Affirms Costa Mesa’s Sober Living Home Ordinances](#)

4/19/22 [Costa Mesa's sober living laws don't discriminate against the disabled, jury says](#)